



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

Electronics Division, Mysore Road – 560026, Karnataka

Ph No.080-26998179,8669, e-mail: nagarajpk@bhel.in, website: www.bhel.com

SC&PV-MATERIALS MANAGEMENT DEPT.

TENDER NO. SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

NOTICE INVITING TENDER (NIT)

SL	Description	Details
1	Scope of Work	Collection, transportation and safe delivery of PV Modules from M/s Mumbai-Nava Sheva port by engaging suitable 40 Ft Trailers (GVW upto 22 MT) to GSECL Ragahanseda & Dhuvaran project
2	Quantity	813 (40 Ft) Trailer Vehicles as per Price Bid “ Work / Rate Schedule”
3	Duration of Contract	01.04.2020 to 30.06.2020 (However demand booking will be restricted up to the 25.06.2020)
4	Last date of receipt of filled-in Tender / Offer	Date & Time:27.03.2020/13.00 Hrs
5	Date & Time of opening of techno-commercial bid (Part-I)	Date & Time:27.03.2020/13.30 Hrs
6	Date & Time of opening of Price Bids (Part-2)	The date / time of opening of Price Bids will be intimated to all the technically qualified carriers at a later date by BHEL.
7	Place of opening of Techno Commercial Bids (Part-I)	NEB,2nd Floor, Bharat Heavy Electricals Limited EDN-Mysore Road Bangalore-560026.
8	Tender Shall be addressed and submitted to	DM / SC&PV-MM ,NEB,5 th Floor Bharat Heavy Electricals Limited EDN-Mysore Road Bangalore-560026 Attn: Mr.NAGARAJ P.K/080-26998179
9	EMD	₹ 8,76,254.00/- EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of supporting documents. Tender submitted by Non MSE bidders without EMD will be summarily rejected.

The tender documents comprise the following:-

(I) This Covering letter : SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

(II) Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Safety Conditions
- Annexure-T6 : Operational Control Procedures
- Annexure-T7 : Pre-Qualification Requirements (PQRs)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

• Annexure T8 : Integrity pact (seal and signed).

(III) Part-2 – Price Bid

- Annexure-P1 : 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.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in covering letter. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area (BHEL-EDN, Mysore Road, Bangalore-560026) with caption "CE, SC&PV, DEFENCE". Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer.
2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID nagarajpk@bhel.in.
3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the covering Letter.
4. Tenders will be opened on due date, time and venue as indicated in the covering letter in the presence of bidders at the venue indicated in the covering letter.
5. Bidder will be solely responsible:
 - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
 - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.

For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

Please note that this is only a request for an Offer and not a Contract.

DM / SC&PV-MM
(Nagaraj P.K)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-1

TECHNO-COMMERCIAL BID

TENDER NO. SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T1

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

TENDER NO. TENDER NO. SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

1. METHOD OF EVALUATION OF PRICES

- 1.1 **BHEL will finalize the rates through paper price bid opening only (No reverse Auction).**
Hence Tenderers are requested to give their best prices at the first instance itself.
- 1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.3 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.
- 1.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender

2. RANKING

- 2.1 Individual rate schedule wise ranking of Carriers will be done.
- 2.2 The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., excluding GST will be the basis for deciding the rank of the Bidder in the Rate schedules.
- 2.3 The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.
- 2.4 In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidders or their representatives.

Ranking will be done accordingly.BHEL's decision in such situation shall be final binding.

3. NUMBER OF CARRIERS REQUIRED FOR OPERATION

- 3.1 As stated in clause no 4.

4. LOAD DISTRIBUTION

- 4.1 For having a practical and workable base of transportation contractors, BHEL, EDN Bangalore will distribute the total available quantum of work to 3 (Three) transporters. The division of load among the three transporters will be done as follows:
 - a. 3 (Three) transporters will be selected from the list of accepted techno-commercially and financially transporters in the order of merit from L1 to L3.
 - b. The L-1 transporter will be established by BHEL through price bid opening. The L-1 accepted prices will then be offered to others in the order of their standing in price bid (i.e. to L-2, then L-3 & so on). Only on acceptance of this offered price (without further negotiation) the other bidders

Date :
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will be considered for awarding the contract. If the original L-2 bidder refuses to accept the L-1 price, it will be offered to the next in the order of merit till a total of three contractors are shortlisted.

c. The division of work among the three transporters to be awarded the contract is given in the table below. The final selected three bidders are called the 'approved contractors'.

BIDDER	Share of Load if divided to 3 only	Share of Load if divided to 2 only
L1 - Original	50%	60%
L2 – Subject to accepting L1 price	30%	40%
L3 – Subject to accepting L1 price	20%	-

While dividing the load distribution of work as above, if tenderers other than L1 are not accepting the L1 offered price, the onus of accepting the entire load rests with L1 bidder. Similarly, if sufficient number of bidders (i.e., 2 nos) are not willing to accept L1 offer, then the total load will be redistributed among the number of accepting contractors at the discretion of BHEL-EDN, Bangalore.

5. DIESEL PRICE VARIATION CLAUSE (PVC)

5.1 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:-

5.2 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	40 Ft(FF) Non-ODC
Fixed cost	60%
Diesel variable cost	40%

5.3 Whatever increase/decrease in the diesel price, PVC will be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/reduced by 5.1%.

5.4 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.

5.5 Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.

5.6 The reference diesel rate shall be the actual diesel rate as on date of Tender due date. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Mumbai.

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

Date :
Place:

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5.8 Sample calculations:-

5.9 Say for a particular rate schedule the finalized rate is ₹ 3 per Km .

5.10 The fixed cost is ₹ 1.8 (60%) and the variable cost is ₹ 1.2 (40%)

5.11 If the base diesel price increases from ₹ 50 to ₹ 52.5 (5%) rates will not be revised

5.12 Further the diesel rate is increased to ₹ 53 i.e increase is 6% then the variable portion alone will be increased to 6% i.e. $1.8 + (1.2 + (\text{₹ } 1.2 * 6\%)) = \text{₹ } 1.8 + \text{₹ } 1.272 = \text{₹ } 3.072$.

5.13 Further if the rate increases to ₹ 54 i.e 8% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%).

5.14 Further if the rate is increases to ₹ 56 i.e increase is 12% then the variable portion alone will be increased to 12% i.e. $\text{₹ } 1.8 + (1.2 + (\text{₹ } 1.2 * 12\%)) = \text{₹ } 1.8 + \text{₹ } 1.344 = \text{₹ } 3.14$.

5.15 At any cost for variation $\pm 5\%$, the basic freight rate finalized will remain same.

5.16 The above logic will be applicable for decrease in diesel rate also.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T2

TERMS & CONDITIONS FOR SUBMITTING THE OFFERS

TENDER NO. SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

1. SIGNING THE TENDER DOCUMENTS

1.1 The tender & 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.

2. QUOTING OPTIONS

2.1 Eligibility for participation against this tender

2.1.1 Contractors who have been presently put under Hold by BHEL Bangalore or De-listed by BHEL Bangalore or Banned by BHEL Bangalore or any other BHEL unit / office are not eligible to participate in this Tendering process. Also Contractors on whom Show Cause Notice are served & banning action initiated by BHEL Bangalore are not eligible to participate in this Tendering process. If any offer received from such Carriers will not be considered against this tender and will be rejected.

2.1.2 During the Tender finalization process also, if any bidder put under Hold by BHEL Bangalore or De-Listed by BHEL Bangalore or Banned by BHEL Bangalore or any other BHEL unit / office, then the offer of such Carriers will be rejected and contract will be finalized without considering their offer.

2.2 Quoting option

2.2.1 **This Tender covers one rate schedule.**

2.2.2 **The Bidders must quote for this Rate Schedules.**

2.3 Quoting best lowest rate and the sanctity of the L1 status

2.3.1 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 requirements 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.

3. VALIDITY OF OFFERS

3.1 The rates quoted shall be valid for acceptance for a minimum period **of 60(sixty) 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.

3.2 After price bid opening but before placement of LOI / Order, if any carrier withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4. SUBMISSION OF OFFERS:

Cover-1

- 4.1 Techno Commercial Bid consists of the documents Annexure T1 to T7 shall be duly signed & stamped by the bidder in all the pages and submitted in full in token of the acceptance of the same.
- 4.2 The photo copies of all the supporting documents enclosed shall duly SELF attested by the Bidder concerned.
- 4.3 All the required documents shall be filed in the same serial as per the format / column of the “Techno Commercial Bid”. All the pages shall be serially numbered on the right hand side top corner.
- 4.4 All the above documents shall be kept in a sealed cover super scribing name of the bidder and “TECHNO COMMERCIAL BID”, Ref. TENDER NO. **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020**.

Cover-2

- 4.5 EMD (As per clause no 27 of Annexure T3) shall be kept in a single sealed cover super scribing name of the bidder and “EMD”, Ref. **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020**. Vendors shall place the copy **UAM certificate (with CA certificate) / NSIC Certificate / EM-II (with deemed validity – 5 years OR with CA certificate)** inside the EMD Cover. Also if EMD remitted through **SBI Collect(Details as per Appendix-I)**, then the **SBI Collect receipt** shall be placed in the EMD Cover. (**Refer Clause no 27 of Annexure-T3**)

Cover-3

- 4.6 The price bids shall be kept in a separate sealed covers super scribing the cover “PRICE BID FOR TENDER NO. **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020**.
- 4.7 Totally there will be three separate sealed covers viz., (i) Techno-Commercial Bid Cover (ii) EMD Cover & (iii) Price Bid Cover. All these 3 covers shall be placed in a common single strong cover, sealed and seal affixed on the cover and addressed to **DM/SCPV-MM,NEB 5th Floor, M/s. Bharat Heavy Electricals Limited, EDN, Mysore Road,Bangalore-560026, duly super scribing “OFFER FOR TENDER NO. SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020, due date and time of opening”**.

5. OTHER CONDITIONS

- 5.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding GST which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 5.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 5.3 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.
- 5.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 5.5 If 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

5.6 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

5.7 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (5.5) and (5.6) above.

5.8 If there is such discrepancy in an offer, the same will 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.

5.9 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

5.10 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.

5.11 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)

5.12 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, out rightly, at any point of time during the evaluation process.

5.13 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.

5.14 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.

5.15 Should a Bidder's or a Contractor's or in the case of a firm or company of Bidder/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 offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.

5.16 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.

6. EMD SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF

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

6.2 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.

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

7. LAWS GOVERNING THE CONTRACT

7.1 The Contract to be operated complying 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

- 7.1.1 Motor Vehicles Act, 1988
- 7.1.2 Central Motor Vehicles Rules, 1989
- 7.1.3 Other Central Rules, Notifications
- 7.1.4 Karnataka Motor Vehicle Rules, 1989
- 7.1.5 Karnataka Motor Vehicles Taxation Act, 1957
- 7.1.6 Road Transport Corporations Act, 1950
- 7.1.7 Carriage by Road Act, 2007.
- 7.1.8 GST & E-Way Bill regulations

7.2 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

7.3 The Transport Carriers / Fleet owners should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.

7.4 Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.

7.5 The Transport Carriers/Fleet Owners, should 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.

7.6 The Contractor 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 Contractor.

7.7 The Contractor 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 Contractor. BHEL, Bangalore is not responsible for any injuries to the Contractor's personnel inside the company premises.

7.8 MOTOR VEHICLE ACT

7.8.1 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PROFORMA-I

(To be produced before tender opening. This letter should be brought by the representative personally and not to be enclosed with the bid)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s.....
(name of the Tenderer)

hereby authorize (name of the

representative) to participate in the tender opening of BHEL EDN tender no: **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020.**

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T3

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

TERMS AND CONDITIONS FOR OPERATION OF THE CONTARCT

1. TENURE OF CONTRACT

- 1.1 The duration of the contract will be from last Week of 01.04.2020 to 30.06.2020 (However demand booking will be restricted up to the 25.06.2020)
- 1.2 The GC / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
- 1.3 One or more extensions of the Contract may be done with mutual agreement between BHEL, Bangalore and the contractors. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.

2. TYPE OF VEHICLE TO BE PLACED

- 2.1 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.
- 2.2 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.
- 2.3 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.

3. LOADING AND UNLOADING

- 3.1 Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency. Transporter scope will not cover Loading & Unloading.
- 3.2 However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

4. DOOR COLLECTION AND DOOR DELIVERY

- 4.1 All despatches to BHEL Bangalore Unit, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra charges, at the consignee addresses (supplier works, BHEL Bangalore, Sites etc.), in all the region of operations and against all the Rate Schedules covered under this tender.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4.2 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.

5. VOLUME LOADS & FULL LOADS

5.1 Volume Load:-

5.1.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.

5.1.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than **Manager** as “Volume Load” and payable for full load.

5.2 Full Load:-

5.2.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)

5.2.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.

5.2.3 “Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of BHEL.

6. TAXES AND DUTIES

6.1 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.

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

7. GST:

7.1 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.

7.2 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.

7.3 The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:

7.3.1 Continuous Serial no. & date of the bill

7.3.2 Cost of the service

7.3.3 Separately showing the GST amount calculated at the applicable rate

7.3.4 PAN based GST Registration No.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

7.4 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.

7.5 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.

7.6 Indigenous Service Provider:

7.6.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

7.6.2 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

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

7.6.4 Invoices will be processed only upon completion of statutory requirement and further subject to following:

- i. Vendor declaring such invoice in Form GST ANX-1
- ii. Receipt of Goods or Services and Tax invoice by BHEL

7.6.5 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

7.6.6 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7.6.7 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

7.6.8 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

Date :
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(Authorized Signatory)

7.6.9 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

7.6.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

7.6.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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

8. PENALTY FOR NON PLACEMENT OF VEHICLES

8.1 BHEL will allot the load through BHEL's VIS (Vendor Information System) Demand System, Individual rate schedule wise, based on the price bid ranking of the Carriers.

8.2 Form the date / time of demand, vehicles will have to be placed by the Transporter within stipulated period (notice time) given below:-

Vehicle Type	Notice Time in "Hours"		
	Harbour / CFSs		
Non ODC (FF)	24		

8.3 The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 am, for the carrier booking done before 10 am. Also, the carrier booking time i.e. the notice time for placement of vehicle will be counted from evening 2 pm, for the carrier booking done after 10 am.

8.4 For non-placement of vehicles / not accepting the demand 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 demand (in ₹)
Non ODC (FF)	10,000.00

8.5 WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES

8.5.1 For the cases where the non-placement is not attributable to the contractor, **BHEL Executives not below the rank of AGM of User Agencies or MM will have the power to waive such penalty on case to case basis.**

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9. TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

9.1 The permissible travel of vehicle per day are given below subject to e-way bill notifications:-

SL No	Category	Distance to be travelled per day (average)
1	Non ODC (FF)	200

9.2 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.

9.3 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. Say, if the distance is 500km and the permitted travel per day is 200km per day. Accordingly, the transit time is 2.5 days (500/200). Hence 3 days shall be considered as transit time

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

9.5 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.

9.6 Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is applicable for Normal & Volume Certified Loads.

SL No	Delay	% Penalty on basic freight
1	Up to 1 week	2% per week or part thereof
2	From 2 nd Week to 8 th week	4% per week or part thereof
3	Beyond 8 weeks	50% (fixed)

Date :
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9.7 WAIVER OF DELAY PENALTY

- 9.7.1 In deserving cases, competent authority / AGM of MM or User Agency 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.
- 9.7.2 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 **Site Executive not below the rank of Deputy Manager** at Bangalore will be the basis for calculation of penalty.
- 9.7.3 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.
- 9.7.4 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. This is applicable for all the Consignment Categories.

9.8 DISTANCE FOR TRANSIT TIME CALCULATION

- 9.8.1 **Maximum distance permitted for billing is 500 KM from Mumbai port to Dhuvaran site and 850 KM from Mumbai to Ragansheda project site.**
- 9.8.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.

10. FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES

- 10.1 Providing GPS is not mandatory. But it is always preferred to have GPS in the vehicle for easy tracking of vehicles.
- 10.2 However, wherever the customer insists for GPS the Transporter shall fix GPS at his cost till delivery of the consignments.

11. UPDATING OF DAILY VEHICLE MOVEMENT STATUS IN TRANSPORTER WEBSITE UNDER CONSIGNMENT TACKING:

- 11.1 Updating of daily vehicle movement status in in your website is essential on daily basis and a must for consignment Categories all vehicle types.

Date :
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12. TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

12.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.

12.2 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 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.

12.3 The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise using the same vehicle category.

12.4 If consignments are transshipped in same vehicle category without prior permission a token penalty of 10 % of the freight amount involved, will be levied.

12.5 WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.

12.5.1 **For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transshipped immediately to clear the traffic or to avoid the public inconvenience or situation that there is no time to get transshipment permission, BHEL Executives not below the rank of AGM of User Agencies or MM will have the power to waive such penalty on case to case basis.**

13. SUMMARY OF LIST OF PENALTIES AND AUTHORITY TO WAIVE THE PENALTY (NOT BELOW THE RANK OF)

SL	Type of Penalty	Authority to waive the penalty for genuine cases.
1	Non placement penalty	AGM of MM or User Agency
2	Delay penalty	Deputy Manager of Site Executive
3	GPS Penalty	AGM of MM or User Agency
4	Transshipment penalty	AGM of MM or User Agency

14. DETENTION CHARGES

14.1 Detention charges shall be paid extra if the vehicles are not loaded / unloaded / released within the stipulated time given below:-

SL	Loading / Unloading Points	Free Period (No. of days)
3	Sites / Harbour / CFSs / Other Locations	4

14.2 For example, if the vehicle reached at site for unloading and made IN entry on 01.01.2019, the free period (4 days as per above table) will be available up to 05.01.2019. However, if the EXIT entry of the vehicle is made on 07.01.2019, then detention will be calculated excluding 01.01.2019, 07.01.2019 and free period (4 days) and one day will be eligible for detention.

14.3 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.

14.4 The rate of detention charges are as follows:-

SL No	Category	Detention Charges per Day (₹)
1	Non ODC (FF)	1,100.00

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14.5 DETENTION AT LOADING POINTS

14.5.1 Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (MM) in case of detention at loading point.

14.6 DETENTION AT UNLOADING POINTS

14.6.1 Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal.

14.6.2 **In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site**

In such case the date of arrival of vehicle at Site, **based on the GPS report** will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank **Deputy Manager of site Executive** / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by **Deputy Manager of site Executive** / end user.

14.7 DETENTION AT EN ROUTE

14.7.1 If vehicle is detained en-route for want of documents, non-compliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable **based on the GPS report which shows the waiting / detention period**. Wherever GPS is not mandatory then the waiting / detention period will be based on certification by not below the rank **Deputy Manager of site Executive** / end user.

14.8 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 Logistics / Stores / Harbour & CFS and Sites / commercial certification if applicable etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

14.9 Detention beyond 30 days shall be considered after necessary approval from AGM / MM after duly certified by site Executive not below the rank of Deputy Manager which is **restricted up to 50 Days**. Detention beyond 50 days will be dealt separately and Charges can be paid based on specific approval from the executive of BHEL user Agency.

15. RISK PURCHASE

15.1 In the event of any successful Tenderer's failure to fulfill 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, will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

15.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#)considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor/

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Supplier.

- v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

15.3 Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

15.4 *(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on

drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

16. POWER BLOCK / HEIGHT GAUGE CHARGES

16.1 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 cm. 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 AGM/MM on case to case basis.

17. BILLS & PAYMENT

17.1 Only the actual dimensions of the consignment lifted (as indicated in Packing slip, 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.

17.2 Excess Weight

17.2.1 Excess weight means, the weight of the consignment weighed is found to be more than weight indicated in packing list..

17.2.2 **However, variation (in excess) from PL weight to actual weight Less than 1 MT for Trailer category will not be considered as excess weight for freight payment.**

17.2.3 If excess weight is noted by the Carriers within Mumbai Limit, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighment made at BHEL premises before certification.

17.3 If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.

17.4 If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of Sr. Manager.

17.5 Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid.

17.6 In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Tax Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.

17.7 Time of Submission of freight bills

17.7.1 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.**

17.7.2 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.

17.7.3 **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 / MM concerned.**

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17.8 Mode of Payment

17.8.1 All payments to be made to the Transporter, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, **with credit 45 days**, after receipt of the bill along with consignee's acknowledgement (**original copy for transporter**).

17.8.2 ~~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 after 45 days, after receipt of the bill along with consignee's acknowledgement.~~

18. TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

18.1 The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.

18.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

18.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.

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

18.5 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.

18.6 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.

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

18.8 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.

18.9 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.

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

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19. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

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

20. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL / sub-vendor at their respective warehouse / loading area. The Transporter shall ensure: -

20.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

20.2 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.

20.3 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.

20.4 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.

20.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.

20.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

21. SAFETY OF CONSIGNMENT:

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

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

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

21.4 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.

21.5 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.

21.6 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.

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22. STATUTORY OBLIGATIONS OF TRANSPORTER:

- 22.1 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.
- 22.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 22.3 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.
- 22.4 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.
- 22.5 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.

23. ROUTE, SURVEY, PERMIT etc.

- 23.1 All consignments should be transported through the shortest route established / declared by BHEL and transit time calculation will be calculated from the same.
- 23.2 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 MM and authorized personnel.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.

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23.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

24. LASHING OF THE CONSIGNMENTS

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

24.2 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

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

24.8 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.

24.9 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.

24.10 The loading of multiple components one over the other shall not be done.

24.11 Soft rubber pads shall be used to lash on the product metal surface

24.12 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.

24.13 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.

24.14 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.

24.15 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.

24.16 Components loaded in the vehicle should be carried to the destination in the same vehicle. No transhipment to another vehicle is permitted.

24.17 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.

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(Authorized Signatory)

24.18 The components, if found incompletely painted or having paint damage, the same shall be informed to **DM/MM** before the components are loaded.

24.19 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.

25. PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

25.1 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.

25.2 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.

26. INSURANCE COVERAGE AND CLAIM

26.1 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 Carriage by Road Act 2007.

26.2 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.

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

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

26.5 Damage / Loss

26.5.1 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 MM 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 MM, as applicable).

26.5.2 On receipt of this information, BHEL Bangalore (MM) will refer this to the concerned Site Executive. Site will advise in writing, the value of damage / shortage or any other comments to MM so that further action will follow.

26.5.3 In case Site 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 **MM** shall process the bills accordingly.

26.6 Open Delivery

26.6.1 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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

26.7.1 Logistics / 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 in line 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 outrightly 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.

26.8 Accidents

26.8.1 All accidents at any point shall be reported to agency concerned and MM 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.

26.8.2 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 MM 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 MM 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

26.8.3 No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.

26.8.4 The freight payment up to 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.

26.9 Return freight payment for transporting the damaged consignment back to Bangalore after BHEL QC Clearance.

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

26.10 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.

27. EARNEST MONEY DEPOSIT (EMD)

27.1 The bidder has to submit Earnest Money Deposit (EMD) of **₹ 8,76,254.00/-** (Rupees Eight lakh seventy six thousand two hundred and fifty four) along with their offer.

27.2 The EMD will be accepted only in the following forms.

27.2.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening).

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

27.2.2 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through SBI online website under “SBI Collect”, a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender.

27.2.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer). 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, Bangalore”, payable at Bangalore.

27.2.4 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

27.2.5 In addition to the above, the EMD amount in excess of ₹ 2 Lakhs may also be accepted in the form of Bank Guarantee from Schedules Bank. The Bank Guarantee in such cases shall be valid for at least six months. In such cases the bidder should send a request email to nagarajpk@bhel.in to obtain Bank Guarantee format and for confirmation of BG value & validity.

27.3 Bids submitted without EMD will be rejected outright and their offers will not be considered for further evaluation.

27.4 MSE benefits (exemption from EMD) will be provided in case of submission of any of the following:

1. Valid NSIC Certificate or
2. Valid UAM certificate (along with latest CA certificate - not older than FY 2018-19) or
3. EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2018-19) has to be enclosed along with EM-II.

28. SECURITY DEPOSIT

28.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

28.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

28.3 Submission of Security Deposit by the Contractors

28.4 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.

28.5 Balance of the Security Deposit can be submitted by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

28.6 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

28.7 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work

28.8 Note: In case of (a) small value contracts not exceeding ₹ 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

28.9 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 28.9.1 Cash (as permissible under the extant Income Tax Act)
- 28.9.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 28.9.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 28.9.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 28.9.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 28.9.6 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 28.10 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 28.11 The Security Deposit shall not carry any interest.

29. GOODS CONSIGNMENT NOTE

- 29.1 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.
- 29.2 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.
- 29.3 Once G.C. 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.
- 29.4 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

29.5 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.

29.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / MM 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.

29.7 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.

30. TAX INVOICE

30.1 Duplicate Transporter Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax 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 Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'TAX INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.

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

30.3 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 duty forms as applicable.

31. DESPATCH & ENROUTE DOCUMENTS

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

31.2 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL / Bangalore or to any consignee without any written permission from 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.

31.3 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 MM Executive by the Transport Carrier concerned.

31.4 Wherever Road Permit Form 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 Road Permit Form 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/- per-form as on date.

31.5 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.

31.6 If a consignment is detained enroute 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.

31.7 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 TAX 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

32. ESCORT FOR CONSIGNMENTS

32.1 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.

33. INDEMNITY:

33.1 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.

33.2 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.

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

33.3.1 Observance of Labour & Industrial Laws.

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

33.3.3 Documentary compliance relating to freight billing.

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

34. ARBITRATION & CONCILIATION:

34.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

34.2 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

34.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued)

34.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

34.5 Subject to the arbitration in terms of Clause above, the Courts at **BANGALORE** shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

34.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

34.7 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

34.7.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

35. JURISDICTION

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

36. RIGHTS

36.1 BHEL may enter into parallel Contract simultaneously other than this Tender / Contract 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 / vehicle categories.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

36.2 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.

36.3 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, Bangalore 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.

36.4 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.

36.5 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

36.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.

36.7 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 vehicles 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.

36.8 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.

37. BHEL'S FRAUD PREVENTION POLICY

37.1 The Bidder along with its associate / collaborators / sub-contractors / 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 any fraud or suspected fraud as soon as it comes to their notice.

38. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

38.1 Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

39. PREFERENCE TO MAKE IN INDIA:

39.1 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

40. EMS, SECURITY AND SAFETY REGULATIONS

40.1 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.

41. MICRO & SMALL ENTERPRISES (MSE)

41.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either valid UAM certificate (along with latest CA certificate - not older than FY 2017-18) OR valid NSIC certificate OR EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2017-18) has to be enclosed along with EM-II.

41.2 Date to be reckoned for determining the deemed validity will be the 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.

41.3 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

41.3.1 Valid NSIC Certificate or

41.3.2 Valid UAM certificate with latest CA certificate (not older than FY 2017-18)

41.3.3 EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2017-18) has to be enclosed along with EM-II.

41.4 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.

41.5 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work.

41.6 Definitions of MSEs owned by SC/ST is under:

41.6.1 In case of proprietorship firm, proprietor must be SC/ST.

41.6.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.

41.7 Definitions of MSEs owned by Women is under:

41.7.1 In case of proprietorship firm, proprietor must be woman.

41.7.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

41.7.3 In case of private limited companies, at least 51% share must be held by women promoters.

41.8 Authorized Offices to Issue SC/ST certificate.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 41.8.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 41.8.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 41.8.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 41.8.4 Revenue Officer not below the rank of thasildar.
- 41.8.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 41.8.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after referred to as 'company') having its registered office at is registered under MSMED Act 2006, (UAM) 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 :
₹Lakh.
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 MSMED Act, 2006 :
₹Lakh.

(Strike off whichever is not applicable)

The above investment of ₹Lakh is within permissible limit of ₹Lakh for Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro / Small) (Strike off whichever 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T4

TENDER NO. MM / 19-20 / 4014E, dt. 03.08.2019

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. DEFINITION: - 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 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.
- 1.2 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-In charge 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.
- 1.3 The "contractor" 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.
- 1.4 "The Officer-In charge" means, the Officer deputed by the AGM / MM, to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of AGM / MM, or person deputed by him for the particular purposes.
- 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 SM/MM authorized to invite tenders and enter into contract for works on behalf of the Company.
- 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.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 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.
- 1.10 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 recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 3. 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.
- 4. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of DGM of MM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 5. OCTROI AND OTHER DUTIES:-** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
- 6. 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.
- 7. ASSIGNMENT OR TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, 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 unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 8. SUB-CONTRACT :-** The Contractor shall not sub-let any portion of the contract without the prior written approval of BHEL .
- 9. 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.
- 10. SECURITY DEPOSIT:-**
 - 10.1 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.
 - 10.2 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.
- 11. REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor 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".
- 12. 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

13. CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of DGM of MM, to act in his stead.

13.1 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.

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

13.3 The Executive not below the rank of DGM of MM, 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.

14. 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.

15. 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.

16. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of DGM of MM 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.

17. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

18. 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 extend as provided in the case of cancellation for default.

If the Contractor shall :-

18.1 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

18.2 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

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

19. 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,

- 19.1 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
- 19.2 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,
- 19.3 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.
- 19.4 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 an Executive not below the rank of DGM of Logistics or MM 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 the Executive not below the rank of DGM of Logistics or MM, or the same shall be recovered from the Contractor by other means.
- 19.5 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 Executive not below the rank of DGM of Logistics or MM, whose decision shall be final and conclusive.

20. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor :

- 20.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of DGM of MM, or his authorized representative;
- 20.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

20.3 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 the Executive not below the rank of DGM of MM, 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 the Executive not below the rank of DGM of MM** or the same shall be recovered from the Contractor by other means. 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 Executive not below the rank of DGM of MM, whose decision shall be final and conclusive.

21. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

21.1 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.

22. SPECIAL POWER TO TERMINATION:- 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 Executive not below the rank of DGM of MM, 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.

23. SUBMISSION OF BILLS BY CONTRACTOR:- 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. The Contractor shall, once in every month, submit to the Executive not below the rank of DGM of MM details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- 23.1 Deviation from the items provided in the contract documents.
- 23.2 Extra items / new items of work.
- 23.3 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.

24. PAYMENT OF BILLS:- All payments to be made to the transporter, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, **with credit 45 days**, after receipt of the bill along with consignee's acknowledgement (**original copy for transporter**). ~~Wherever applicable payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" with credit 45 days after receipt of bill along with consignee's acknowledgement.~~

25. 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

26. POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to 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.

27. FORCE MEJEURE 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 Executive not below the rank of DGM of MM subject to prompt notification by the contractor.

28. 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 authorised 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 authorised 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 authorised to do so, shall accompany the contract.

29. STATUTORY REQUIREMENTS:

29.1 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, GST Act and all other applicable Acts shall be complied with by the Contractor.

29.2 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.

29.3 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.

29.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

29.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

30. 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.

31. MOTOR VEHICLE ACT:- The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

32. 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 centres, 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.

33. 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 may reserve its rights for suspending or terminating the contract.

34. 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.

35. 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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T5

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

SAFETY CONDITIONS

1. GENERAL

1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

1.1.1 The lights on right side (i.e.) over driver's cabin should be in working condition.

1.1.2 Both the head lights as well as park lamps must be in working condition.

2. HANDLING OF VEHICLES INSIDE THE SITE

2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.

2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.

2.3 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.

2.4 The driving should be kept in the left at all places.

2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.

2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.

2.8 There must be a safe distance behind another moving truck.

2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T6

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

OPERATIONAL CONTROL PROCEDURE

 40, 70 & 80-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
		DATE	22.1.02
OCP:BMM:014	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

1.0 Purpose	: To ensure safety in transporting materials through LCV, HCV / Lorry, Taurus & Trailers.
2.0 Scope	: Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
3.0 Responsibility	: Deputy. Manager / MM
4.0 Performance criteria	: Accident/Damage Record
5.0 Cross Reference	: OHSAS 18001:1999 – Clause 4.4.6 Central Motor Vehicles Act and Rules Contract given by BHEL. Record of Hazard and Risk
6.0 Activities	:

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 licence 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 19 61 (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 for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material.	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Site/MM

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T7

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

PRE-QUALIFYING REQUIREMENTS (PQR)

IMPORTANT CONDITIONS

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL.

1. ORGANIZATION/FIRM REGISTRATION

1.1 Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

1.2 **Documents to be submitted:** The details of the registration Documents to be submitted are below:-

SL	Type of Organisation	Documents to be submitted (Self-Attested)
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
3	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
4	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

Unregistered Partnership Firms will not be considered.

1.3 POWER OF ATTORNEY:

3.3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

3.3.2 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

Documents to be submitted: A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

2. IBA APPROVAL

- 2.1 The Bidder should have an **IBA** recommendation number **on the date of opening of tender**. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this tendering process.
- 2.2 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.
- 2.3 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

3. PAN Card

A self-attested copy of PAN Card shall be enclosed.

4. AFFIDAVIT

4.1 Bidder shall ensure furnishing an undertaking in the form of an affidavit (Format-2) on non-judicial stamp paper valued ₹100/- and duly self-attested by the Bidder. **This should be submitted along with individual PAN card copy and DIN registration documents for all the directors / partners / proprietors etc.**

5. REGISTRATION UNDER CARRIAGE BY ROAD ACT 2007.

- 5.1 The Bidder should have CERTIFICATE OF REGISTRATION [Rule 5 (1)] as per Section 3 of the Carriage by Road Act 2007.

5.2 Copy of the valid registration certificate shall be enclosed along with techno commercial bid.

6. NO DEVIATION CERTIFICATE.

- 6.1 The Bidder should furnish and enclose the “No Deviation Certificate” as per Format

7. CORRIGENDUM : If any corrigendum(s) issued shall be attached with sign & seal.

8. FINANCIAL SOUNDNESS: The Transport Contractor shall be financially sound and should have a minimum of an Average Annual Turnover of Rs 20 Crores (Rupees Twenty Crores Only) in the last 3 financial years. The following credentials shall be submitted as a proof of fulfilling the financial soundness:

- a. **PROFIT LOSS ACCOUNT:** The Bidder / Company should have been made profit in all these three years. The average annual profit shall be of minimum Rs. 5/- Lakhs (Taxable Profit as per IT Return). The Carrier should also furnish Form 26AS Tax Credit Statement in support of IT Return. Profit & Loss Account for 3 Years i.e. 2016-17, 2017-18 & 2018-19 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India shall be enclosed. The auditor's certificate should bear valid membership number of the Chartered Accountant.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

9. Working experience in executing All India transport contract service in any of preceding 3 years for a single contract value of not less than 80 % contract value per annum (i.e. for Rs. 4 Cr, if one contract) OR Two jobs of value each not less than 50 % of contract value per annum (i.e. for Rs. 2.5 Cr each for two contracts) OR Three jobs of each value 40 % of contract value per annum .(i.e. for Rs 2 Cr each for three contracts)

10. Solvency certificate as per Annexure-T9

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

STATEMENT FOR EVALUATION ON PQR
(to be filled in by the Bidder)

Important: All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the offers.

SL No.	Particulars	Compliance status Please Tick (✓) in the appropriate box / furnish details
1	Company Registration Number & Date	Reference Number : Date :
1.1	Status of the Company	<input type="checkbox"/> Public Limited Company <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Partnership firm <input type="checkbox"/> Single ownership <input type="checkbox"/> Others (Specify)
1.2	Type of Proof Enclosed	
1.3	Power of Attorney	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2	IBA approval	IBA Number : Valid up to :
3	PAN Number	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
4	Affidavit	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
5	Common Carrier Certificate as per Carriage by Road Act 2007	Certificate No. Date:
6	No Deviation Certificate	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7	Corrigendum if any	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	Financial Soundness	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
9	Work Experience	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
10	Solvency certificate	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

For Information Only

9	PAN Number	PAN No.
10	GST Registration	GST No.
11	Address for Communication	
12	Email id	1. 2.
13	Land Line Phone Number	1. 2.
14	Mobile Number	1. Mobile No.. Name : Designation 2. Mobile No.. Name : Designation

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

FORMAT-2**AFFIDAVIT-CUM-UNDERTAKING**

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I, S/o. Aged about years, Occ:
Resident of do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.
2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).
4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared 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.
5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

6.1 BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or

6.2 any document submitted by the bidder was fake or forged; or

6.3 if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

7. I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in the Tender Documents, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the ___ day
of _____, 2020 at Bangalore.

NOTARY

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

<To be typed in Bidder's letter head>

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations to the tender terms and conditions as per the following: -

AA. Covering letter : **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020**

BB. Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Safety Conditions
- Annexure-T6 : Operational Control Procedures
- Annexure-T7 : Pre-Qualification Requirements (PQRs)
- Annexure T8 : Integrity pact

CC. Part-2 – Price Bid

The price bid comprises the following documents: -

- Annexure-P1 : Price bid proforma

And accordingly we accept all the Terms and conditions of TENDER NO. **SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020** without any reservations whatsoever.

We also unconditionally agree to all the terms and conditions of the tender and no new condition(s) is imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such conditions would be ignored by BHEL and only the price will be considered for the purpose of evaluation.

Yours faithfully,

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Annexure-T8

Clause on IP in the tender

Integrity Pact (IP)

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

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (MP.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi IA & AS (Retd.)	D-243, Anupam Gardens, Lane 1B, Neb Sarai Sainik Farms, New Delhi 110 068	pravin.tripathi@gmail.com

(b) ~~The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno commercial bid (Part I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.~~

(c) ~~Please refer Section 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.~~

Note:

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

Details of contact person(s):

(1) _____ (2) _____

Name: _____ Name: _____

Dept: _____ Dept: _____

Address: _____ Address: _____

Phone: (Landline /Mobile) _____ Phone (Landline / Mobile) _____

Email: _____ Email: _____

Fax: _____ Fax: _____

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T9

Solvency Certificate

[To be issued by consortium Banks as mentioned below not later than 12 months]

Ref:

Date :

This is to certify that M/s. _____ having their
Registered Office at _____ is
solvent to the extent of Rs. **2,50,00000.00 [Amount in Words Rupees Two crore fifty lakh]** as
disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____ for a
Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the
Bank or any of its officers.

For Bank _____
Name of Signatory

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Appendix I

Online Payment of EMD thro' "SBI E COLLECT"

Please refer Below for Step by step instructions.

- 1 Click on the link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition Click on proceed
- 3 Choose State of Corporate: KARNATAKA
- 4 Type of Corporate : INDUSTRY
- 5 Select Industry : BHARAT HEAVY ELECTRICALS LTD
- 6 Select category : EMPLOYEES/OTHERS
- 7 Fill the necessary information :
- 8 Make the payment through any net banking/Debit card:
- 9 Download Receipt keep it for reference.

Please note that no charges are levied for the transactions.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE T10

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.

Date.

To

(Employer's Name and Address)

.....
Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender
No.1(Tender Conditions), M/s.

..... having its

registered office at2 (hereinafter referred to as the 'Tenderer'),
is submitting

its bid for the work of .3 invited by4.(name of the Employer) through its Unit at
.....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as
Earnest Money

Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes
Bank Guarantee

executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and
unconditional

Bank Guarantee against Earnest Money Deposit for an amount of5

..... is required to be submitted by the Tenderer as a condition precedent for participation in the said
Tender and the

Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at
.....(hereinafter referred to as the Bank) being the
Guarantor under this

Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to
the

Employer without any demur, merely on your first demand any sum or sums of Rs.

.....(in words Rupees.....) without any reservation,
protest, and

recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.
Any such demand made on the Bank shall be conclusive as regards the amount due and payable
by the Bank

under this guarantee. However, our liability under this guarantee shall be restricted to an amount
not exceeding

Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or
disputes raised

by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal,
Arbitrator or

any other authority, our liability under this present being absolute and unequivocal.

10 | Page

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

Page 56 of 60

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment

hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and

without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time

any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance,

act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any

such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect

of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank

as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any

security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and

shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of

constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and

operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or

claim under this Guarantee is made on us in writing on or before the 7 we shall

be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the

previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....5....

b) This Guarantee shall be valid up to6

c) Unless the Bank is served a written claim or demand on or before7 all rights under this

guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this

guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly

authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-2

PRICE BID

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PRICE BID

SCPV-MM / 20-21 / GSECL/TC , dt. 17.03.2020

WORK / RATE SCHEDULE.

Scope : Collection, transportation and safe delivery of PV Modules from M/s Mumbai-Nava Sheva port by engaging suitable 40 Ft Trailers (GVW upto 22 MT) to GSECL Ragahanseda & Dhuvaran project.

Rate Sch.	Type of Vehicle / Dimensions	No. of vehicles	Rate per KM (₹) Excluding GST
FF2	40 ft Non-ODC Trailer	813 (40ft) trailer capacity 22 MT	₹/- per KM Rupees only.

Note: Maximum distance allowed from Mumbai port to respective site as mentioned in clause no 9.8 of Annexure-T3.

1. IMPORTANT CONDITIONS

- 1.1 Rates shall be quoted on “₹ per KM ” Basis only. Rates quoted in any other format will be summarily rejected. Individual rate schedule wise ranking of Carriers will be done.
- 1.2 Rates quoted shall be as per cl no 5 of Annexure-T1.
- 1.3 Detention Charges, Penalty Charges, Storage Charges, etc., if applicable, will apply as per the Terms & Conditions of the Tender / Contract.
- 1.4 It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle.
- 1.5 Average weight per vehicle:
FF2 – 22 MT

2. FULL LOAD / VOLUME LOAD PAYMENT

- 2.1 If vehicle is loaded Less than 22.00MT then the freight will be paid for 22.00MT or RC Book passing capacity of the Vehicle whichever is less with full load or volume load certification for payment for 22.00MT or RC Book passing capacity of the Vehicle whichever is less
- 2.2 For weight more than 22MT will also be paid up to RC Book passing weight capacity. At any cost, freight charges will be restricted to RC Book Passing weight capacity of the vehicle.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 2.3 Detention Charges, Penalty Charges, Storage Charges, etc., will apply as per Special Conditions of the Contract.
- 2.4 It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.
- 2.5 Demands will be booked within the despatch schedule given for the respective rate schedule. However, the contract will be valid for further 15 days (after the tentative dispatch schedule).

3. LOADING POINT ADDRESS WITH CONTACT PERSON

ROD-BHEL
NAVA SHEVA PORT
MUMBAI

4. UNLOADING POINT ADDRESS

GSECL Ragahanseda & Dhuvaran project, Gujarat state.

5. DETAILS OF CONSIGNMENTS

Each 40 ft Trailer will carry : 648/744/720/726 Pieces of Modules in 24 pallets-Full load in stacked condition G(6 Left+6 Right)+F (6 Left+6 right).

6. Appx no of 40 ft Trailer required for GSECL Raghanseda,Gujarath is 524 numbers.
7. Appx no of 40 ft Trailer required for GSECL Dhuvaran,Gujarath is 289 numbers.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)