



ALL INDIA TRANSPORT FRAMEWORK AGREEMENT (AITFA 2023-25)

Tender Enquiry No.: BHEL/FSIP/MM-WCC/23-25/W-45 dated 12.04.2023

(SERVICE CONTRACT)

**ALL INDIA FRAMEWORK AGREEMENT FOR ROAD
TRANSPORTATION FROM ANYWHERE IN INDIA TO BHEL
FSIP JAGDISHPUR & FROM BHEL FSIP JAGDISHPUR TO
ANYWHERE IN INDIA BY MECHANICAL TRUCKS, AND LONG
BED TRAILERS**



**BHARAT HEAVY ELECTRICALS LIMITED
FSIP
JAGDISHPUR**



NOTICE INVITING TENDER

Tender Enquiry No.: BHEL/FSIP/MM-WCC/23-25/W-45

Online Two part bids are invited from reputed, IBA approved, financially sound transport contractors for award of rate contract for the work of transportation as per scope for a period of Two year from anywhere to anywhere in India of BHEL FSIP, Jagdishpur consignments as per detail mentioned below: -

01. Name of Work:

Transportation of consignments by lorry from BHEL (FSIP) Jagdishpur to anywhere in India, from anywhere in India to BHEL (FSIP) Jagdishpur, and from anywhere to anywhere in India.

| | |
|---|---|
| Title of Work | All India Transport Framework Agreement (AITFA 2023-25) |
| Scope of Work | Safe transportation of Porcelain Insulator, Ceramics line bend & other Porcelain items, Stampings (packed in wooden boxes / pallets), Steel coils & bundles, tools & dies, Fabricated steel components and assemblies, Steel Plates, Machines, Spares and other miscellaneous items from BHEL (FSIP) Jagdishpur to anywhere in India, from anywhere in India to BHEL (FSIP) Jagdishpur, and from anywhere to anywhere in India. |
| Contract Period | TWO YEARS |
| Earnest Money Deposit (EMD) | Rs. 6,91,597/- |
| Tender Fee (Non-Refundable) | Rs. 1180/- inclusive of GST. |
| Due date & time of bid submission | Till 24.04.2023 (12:00 PM) |
| Due date & time of bid opening | 24.04.2023 (3:00 PM) |
| Venue for submission & opening of tender | E-Tender offer are invited at BHEL e-Procurement platform https://eprocurebhel.co.in/nicgep/app |

NOTE:

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

This Tender Document consists of following sections:-

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



SECTION-I

GENERAL TERMS & CONDITIONS

1. Mode of Submission of offer: Being e-tender, offer will be submitted online through e-tender Portal: <https://eprocurebhel.co.in/nicgcp/app>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-FSIP. Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-FSIP.

1.1 Part I (Techno-Commercial Bid): Techno commercial bid should contain documents (to be uploaded) as listed below:

- a) Tender Fee of **Rs. 1180/- inclusive of GST** in form of as mentioned in clause 32.1(a) only. Offer received without Tender fee will be summarily rejected.
- b) Earnest Money Deposit (EMD) of **Rs. 6,91,597/-** in the prescribed form as mentioned in this section. Offer received without EMD will also be summarily rejected.

MSEs Bidders are exempted from payment of tender fee and Earnest Money deposit (EMD), ref clause -50 of GTC-section-I of Tender.

- c) All tender documents, each page of all sections signed and stamped along with all annexures duly filled in legible writing.
- d) Signed documentary evidences in support of each of qualifying criteria as mentioned in **Section IV: QUALIFYING CRITERIA.**
- e) An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.

1.2 Part II (Price Bid): Price bid should contain **only Price Offer to be submitted strictly as per Price Schedule (refer Section-VI). The Price Bid to be submitted online through e-tender Portal: <https://eprocurebhel.co.in/nicgcp/app> .**

2. All papers/documents should be signed and stamped by the bidder. Documents submitted in portal will be considered as authentic and self-attested.

3. ORGANIZATION/FIRM REGISTRATION

3.1 Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever “Companies Act 2013” is applicable the Company shall be registered in line with “Companies Act 2013”.

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

| SL | Type of Organization | Documents to be submitted (Self-Attested) |
|----|--------------------------|---|
| 1 | Sole Proprietorship | Trade License / GST registration / Auditor’s letter / PAN |
| 2 | Partnership | Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN |
| 3 | Unregistered Partnership | Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN |
| 4 | Private Limited | Certificate of Incorporation / Memorandum of Association & Articles of |



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| | Company | Association |
|---|----------------------------|--|
| 5 | Public Limited Company | Certificate of Incorporation / Memorandum of Association & Articles of Association |
| 6 | Public Sector / Govt. org. | Certificate of Incorporation / Memorandum of Association & Articles of Association |

4. POWER OF ATTORNEY:

4.1 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.

4.2 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.

4.3 Documents to be submitted: An 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.

5. The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
6. The offers should be strictly in accordance with the tender conditions. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
7. Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
8. Only bidder who is fulfilling qualifying criteria, if asked in this tender, are expected to quote for this work. Offer from bidder who does not fulfilling qualifying criteria is not likely to be considered.
9. Validity of Offer: The offer should be valid for at least **90 days** from the date of tender opening. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
10. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
11. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
12. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
13. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
14. All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and their labour.
15. The contractors has to follow and obey all relevant various acts and laws of the Government.



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16. The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
17. The contractor shall be responsible for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.
18. The contractor shall indemnify against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.
19. The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
20. There will be no sub-contracting of the contract.
21. Declaration in the form of affidavit.
22. Bidders will ensure furnishing certificates from the concerned units (if in business during any time) or an undertaking in their letter head certifying their position against points below as a declaration in the form of affidavit.
 - Presently not Black-listed or de-listed category at any of the BHEL Units.
 - Presently not suspended from loading by any of BHEL Units.
 - Not have been booked by CBI and/or indicted by a Court of law in any criminal case relating to work specified in this tender.
23. **QUALIFYING CRITERIA AND EVALUATION OF OFFERS & BUSINESS DISTRIBUTION:** Qualifying criteria and evaluation of offers & business distribution please refer **Section-IV** of this NIT
24. **Letter of Intent (LOI)/ Work Order (WO)**
 - 23.1 The BHEL shall issue a Letter of Intent (LOI)/ Work Order (WO) for award of work to the successful Bidders as soon as their Bids have been accepted giving brief details of the work and other terms & conditions.
 - 23.2 Detailed Framework Agreement/Rate contract Agreement shall be signed within one week from the date of LOI/WO.
 - 23.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.
25. **Effective Date of Contract:** The responsibility of successful Bidder under this Contract commences from the date of issue of the Letter of Intent (LOI) or Work Order (WO) by the BHEL. The Effective Date of Contract shall be the date of issue of the Letter of Intent (LOI) or Work Order (WO).
26. **Contract Period:** Contract Period shall be **TWO YEARS** from the date of LOI/WO and shall be extended for **ONE YEAR** on mutual agreement basis.
27. **Contract Agreement:** The successful bidders have to sign and submit a contract agreement as per enclosed Agreement Proforma (Annexure-F) on a non-judicial stamp paper of Rs.100/- at his own cost.
28. **Deviation Limits:** The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual requirement of BHEL.



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- 29. ARBITRATION:** Any dispute arising out of this contract shall be referred to the sole arbitration of General Manager, BHEL, FSIP Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at FSIP Jagdishpur.
- 30. JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the Framework Agreement, the Jurisdiction of Amethi (UP) district court shall apply.
- 31. Fraud Prevention Policy:** 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.
- 32. Suspension of Business dealings with BHEL:** Suspension of Business dealings with BHEL :the guidelines for suspension of business dealing or available on Website:-<http://www.bhel.com> and will be guiding criteria in case of any misconduct / default / use of illegal means etc. is resorted by vendor / contractor. The details of different type of default / misconducts or available in guidelines.
- 33. IBA APPROVAL**
- 33.1 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.
- 33.2 If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 6 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.
- 33.3 Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- 33.4 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

34. SECURITIES :-

34.1 EARNEST MONEY DEPOSIT (EMD):

EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT. The EMD may be accepted only in the following forms:

- a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: **10405292240** of SBI, IGFC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. E-receipt of EFT having UTR/Ref. no. from bank shall be enclosed with technical offer.
- b. In case total EMD amount is more than Rs. 2 Lakh, the amount in excess of Rs. 2 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The

Bank Guarantee in such cases shall be valid for at least six months from the date of NIT.

- c. 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).
- d. The Earnest money deposit shall not carry any interest & shall be returned after the award of the contract to the successful bidders.
- e. The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- f. In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender. The EMD will be refunded through EFT as per details provided by the bidder. EFT Details for the refund of EMD may be provided in **Annexure L**
- g. BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
 - I. After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - II. Fails to communicate unqualified acceptance of Letter of Intent with in one week from the date of issue of letter of intent.
 - III. Fails to submit 50% of the total security deposit before start of work.
 - IV. Does not commence the work within the period as per LOI/contract
 - V. Fails to carry out the work as may be indicated in the Letter of Intent.
- h. Original Bank Guarantee/FDR shall be send through courier/speed post to MM Dept. BHEL, FSIP, Jagdishpur.

34.2 SECURITY DEPOSIT (SD):

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

- a. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
- b. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. E-receipt of EFT having UTR/Ref. no. Transfer from bank shall be submitted to BHEL.
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
 - Fixed deposit receipt issued by scheduled banks/Public Financial institutions as defined in companies act (FDR should be in the name of contractor, a/c BHEL).
- c. 50% of Security Deposit in the form of Bank Guarantee in the prescribed Proforma as per Annexure G. Balance shall be recovered from running @ 10% of the gross value of each running bill commencing from first running bill itself till the full



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Security Deposit made up. The Bank Guarantee should be from any one of our consortium banks as per list enclosed at Annexure I.

- d. Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent or as extended time to time plus 3 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

(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.)

- e. At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected 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.
- f. 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.
- g. 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.
- h. The Security Deposit shall not carry any interest.
- i. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work.
- j. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- k. Return of Security Deposit: Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor within 30 days after deducting all costs, expenses, any recovery and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

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

- 35.** The bidder should give a certificate of declaration confirming the knowledge of site condition as per Annexure E.



36. The bidder should not have any criminal records pending against him and have to give an undertaking as per Annexure D.
37. The bidder should give a certificate of declaration as per Annexure C, D & E.
38. BHEL Reserves the right to: -
- Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
 - Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
 - Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of contractors, split the award without assigning any reasons thereof.
 - Cancel/terminate the contract at any time during its concurrency without assigning any reasons whatsoever.
39. Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.
40. Force Majeure: 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.) provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof 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 Logistics or Commercial subject to prompt notification by the contractor.
41. Arbitration and Arbitration Process: Any dispute arising out of this contract shall be referred to the sole arbitration of General Manager, BHEL, FSIP Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at FSIP Jagdishpur. The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the



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third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Amethi Courts only.

- 42. 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.
- 43. SIGNING OF CONTRACT:** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.
- 44. 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.
- 45. 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.
- 46. REMOTE TRANSACTIONS:** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 47. 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.

48. 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.

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

50. PREFERENCES/BENEFITS FOR MSEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.
- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -
Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -
Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as per Annexure-J) applicable for the year, certifying quantum of investment in plant & machinery



within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

- d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

51. ADOPTION OF INTEGRITY PACT

- (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 (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

| SI | IEM | Email |
|-----------|---------------------------------------|--|
| 1. | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in |
| 3. | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in |

- (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.



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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 department's officials whose contact details are provided below:

Detail of contact person(s):

| | | |
|-------------------------|----------------------|-----------------------|
| Name: | 1) Ram Bachan Yadav | 2) Nawazish Ali Saifi |
| Deptt: | Commercial | MM & WCC |
| Address: | BHEL FSIP Jagdishpur | |
| Phone (Landline/Mobile) | 1) 05361-224160 | 2) 05361-224107 |
| Email: | rby@bhel.in | nasaifi@bhel.in |

52. MAKE IN INDIA: "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".



LIST OF ANNEXURES

Annexure A: Checklist & Schedule of General Particulars

Annexure B: Offer of the Bidder

Annexure C, D & E: Declaration Sheet

Annexure F: Proforma for Contract Agreement

Annexure G: Proforma of Bank Guarantee (In Lieu Of Security Deposit)

Annexure H: Proforma of Bank Guarantee (In Lieu Of Earnest Money)

Annexure I: List of Consortium Banks

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

Annexure K: Integrity Pact

Annexure L: E-Payment format



ANNEXURE A

CHECK LIST & SCHEDULE OF GENERAL PARTICULARS

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

Name & Signature of the bidder

(Seal)



ANNEXURE B

OFFER OF THE BIDDER

To,

M/s BHEL FSIP
IA Jagdishpur
Amethi (U.P.)
PIN 227817

Ref. NIT No.

Subject: Submission of Offer

Dear Sir,

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

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

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

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

Name & Signature of the bidder
(Seal)

Place:

Date:



ANNEXURE C

(to be made on Bidder's letter head)

DECLARATION SHEET

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

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

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

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



ANNEXURE D

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our organization/establishment is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our organization/establishment is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date: (Signature of Authorized Signatory)

ANNEXURE E

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFORMING THE KNOWLEDGE OF SITE CONDITION

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

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



CONTRACT AGREEMENT PROFORMA

Agreement No. :

This agreement made on ____ Day of _____, 2020, between M/s Bharat Heavy Electricals Limited, FSIP, Jagdishpur, and Distt. Amethi (U.P.) having its registered office at BHEL House, Siri Fort, New Delhi – 110049 (hereinafter called the Company) the first party and M/S _____(hereinafter called the Contractor) the 2nd party. Whereas through its NIT No. _____ (hereinafter called NIT) and opened on _____ The Company had called for getting work of

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

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

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

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



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that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs._____.

OR

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

- d) That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- e) That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- f) That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the BHEL or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
- g) That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- h) That this Agreement shall be deemed to have come into force from _____ the date on which the letter of intent has been issued to the Contractor.
- i) That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- j) That all charges on account of Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
- k) That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
- l) That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- m) That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto



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contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

- n) It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

AND NOW it is hereby agreed and declared by and between the parties hereto, that the LOI.

No..... dtd

[DETAILED CONTRACT TERMS: SECTION: I-V]

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

Witness
Contractor

Signature of the

1. Name
Address

Name
Designation

2. Name
Address

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

Witness

1. Name Address

2. Name
Address



ANNEXURE G

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ 1 _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 2 _____ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ 3 _____ valued at Rs.....⁴(Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ 5 (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer 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 Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially 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. 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 the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer 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 Contract or to extend time of performance by the said contractor(s) from time to time or



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to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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 before _____7_____ 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.

Date _____ Day of _____
for____(indicate the name of the Bank)____

(Signature of Authorised signatory)

- 1 ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- 2 ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .
- 3 DETAILS ABOUTTHE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACTVALUE
- 5 BG AMOUNTIN FIGURES AND WORDS
- 6 VALIDITY DATE
- 7 DATE OF EXPIRYOF CLAIM PERIOD **Notes:**

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



ANNEXURE H

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY) (On non-Judicial stamp 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..... 5..... (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/Supplier 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.

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



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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 before _____7 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.....

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the Employer
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period **Notes:**



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

ANNEXURE I

LIST OF CONSORTIUM BANK

| Sl.No | Nationalised Bank | Sl. No | Public Sector Banks |
|--------------|---------------------------|---------------|----------------------------|
| 1 | State Bank of India | 18 | IDBI |
| 2 | Allahabad bank | | Private bank |
| 3 | Andhra bank | 19 | Axis Bank |
| 4 | Bank of Baroda | 20 | HDFC |
| 5 | Canara Bank | 21 | ICICI |
| 6 | Corporation bank | 22 | The Federal Bank Limited |
| 7 | Central bank | 23 | Kotak Mahindra Bank |
| 8 | Indian Bank | 24 | Indusind Bank |
| 9 | Indian Oversea Bank | 25 | Yes Bank |
| 10 | Oriental bank of Commerce | | Foreign bank |
| 11 | Punjab National Bank | 26 | CITI Bank N.A |
| 12 | Punjab & Sindh Bank | 27 | Deutsche Bank AG |
| 13 | Syndicate Bank | 28 | HSBC |
| 14 | UCO Bank | 29 | Standard Chartered Bank |
| 15 | Union Bank of India | 30 | J P Morgan |
| 16 | United Bank of India | | |
| 17 | Vijaya Bank | | |



**CERTIFICATE BY CHARTERED ACCOUNTANT ON
LETTER HEAD**

This is to Certify that M/S.

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

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

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

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

The above investment of RsLacs is within permissible limit of
RS.

.....Lacs forMicro/Small (Strike off which is
not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory



penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings



and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which



constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.



- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.



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10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____



FORMAT FOR E-PAYMENTS

To,
DGM/HOD (Finance)
BHARAT HEAVY ELECTRICALS LIMITED
(CS & FP) INDUSTRIAL AREA,
JAGDISHPUR DISTT: AMETHI - 227817
U.P.

Dear Sir,
Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name:

Title/Name of Account in the bank:

Account Type (Saving /current):

Bank Account Number:

Name & address of Bank:

Bank /Branch contact person's name

Bank /Branch Tele Numbers with STD code

Bank Branch MICR code:

(Please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

Bank Branch RTGS IFSC code:

Bank Branch NEFT IFSC code:

(you can obtain this from branch where you have your account)

Your Email address:

Name of the Authorised Signatory: (Please mention here name of person from your organization signing this letter.)

Contact Person's name: (please mention here the name of a person in your company/organization)



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I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officers signature
under bank Stamp)

Note :- 1. Please attach cancelled original Cheque leaf.
2. a Xerox Copy Of Pan Card



Safety Conditions

1. GENERAL

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

2. HANDLING OF VEHICLES INSIDE BHEL UNITS

- 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- Wheel Stoppers are mandatory during Parking of Vehicles in the plant/site premises.
- 2.7 Vehicles Drivers and Helpers should be trained for Transportation of loaded Materials.
- 2.8 Transporter representative will have to ensure that all Locking Devices & Other Parts of Vehicle are properly working for safe transportation of the consignment.
- 2.9 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 2.10 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 2.11 There must be a safe distance behind another moving truck.
- 2.12 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.
- 2.13 Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites.
- 2.14 Transporter shall ensure that all employees/persons engaged by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehaviour, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- 2.15 Transporter representative have to ensure the loaded quantity and proper loading of the material before exit the vehicle from plant premises.
- 2.16 Transporter representative have to ensure that all vehicle drivers/helper are follow safety rules.
- 2.17 Transporter representative will have to ensure that all locking devices and other parts of vehicle for its reliability and durability.
- 2.18 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 axel and 4 for triple axel and one such support for every 10 feet for length ODC trailer.
- 2.19 For loading inside BHEL premises, wherever indicated by BHEL in the demand, 'Vehicle Entry Security Pass' will have a checklist that will include the goose pipes (minimum 2000 mm and qty 8 nos.), wooden scantlings (70 x 70 x 2500 in mm and qty 8 nos.). If transport carrier not brought the supporting structural, the same will be provided by BHEL and the cost of such structural will be recovered from the Transporter's freight bill.
- 2.20 Applicable rates for deduction are as follows:

| S. No. | Name of supply | Unit of measurement | Cost per unit (₹) |
|--------|----------------|---------------------|-------------------|
| 1 | Goose Pipe | Number | 600 |
| 2 | Wooden Support | Number | 200 |

- 2.21 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 consignment.



Section-III

Operational Control Procedure

| | | | |
|--|---|-------------|----------------|
| | OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM | REV. | 00 |
| | | DATE | 22.1.02 |
| | OPERATIONAL CONTROL PROCEDURE | PAGE | 1 of 1 |

- 1.0 Purpose : To ensure safety in transporting materials through LCV, HCV / Lorry, Taurus, Trailers Hydraulic Axle Modular vehicles etc..
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
- 3.0 Responsibility : HOD / Commercial
- 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 license as specified in the Motor Vehicle Sec.3 to 28 | Transporter / Owner |
| 03 | Control of Transporter’s vehicle Road permit (Sec.66-68) | Transporter |
| 04 | Control of Traffic Limit – Speed (Sec.112) | Transporter |
| 05 | Limits of weight and limit in Safety Precautions (Sec.113.114) | Transporter / Consignor |
| 06 | Insurance of Motor vehicle against third party (Sec.146) | Transporter |
| 07 | Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5) | Transporter |
| 08 | Ensure Welfare and Health requirements (Sec.8 – 12) | Transporter |
| 09 | Packing as per Designer/Manufacturer /Purchaser instructions. | Consignor |
| 10 | Insurance of Goods | Consignor / consignee |
| 11 | Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc., | Transporter/ Consignor |
| 12 | Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle | Shipping department/ Transporter |
| 13 | Checking of the goods/consignments during loading/unloading and ensuring safe dispatch/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 | Commercial/Logistics |



SECTION-IV

QUALIFYING CRITERIA, EVALUATION OF OFFERS & BUSINESS DISTRIBUTION

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

1. **QUALIFYING CRITERIA:** The Bidders must comply with all the PQR mentioned below. Non-compliance 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. Bidder to submit the PQR documentary evidence with Part-I bid.

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

| SL. NO. | CRITERIA | MINIMUM REQUIREMENT |
|---------|---------------------------------------|---|
| 1 | Financial Turn-over | Average Annual Financial turnover during the previous 3 years, ending 31st March of the previous financial year should be Rs. 1.04 Crores . Audited Profit & loss account and balance sheet to be submitted for FY 2019-20, 2020-21 & 2021-22. In case turnover is less than threshold limit as per section 44AB of applicable Finance Act, in that case unaudited Profit & loss account, balance sheet along with turnover certificate for said 3 years duly certified by Chartered Accountants to be submitted. |
| 2. | Pre-Qualifying w.r.t. work experience | Bidder should have experience of having successfully completed Transportation of goods by Road during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following: (a) Three completed/executed works each costing not less than the amount equal to Rs. 1.38 Crores. OR (b) Two completed/executed works each costing not less than the amount equal to Rs. 1.73 Crores. OR (c) One completed/executed work costing not less than the amount equal to Rs. 2.77 Crores. |



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| | | |
|----|--|---|
| | | Copy of such work orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted. In case of experience in other than BHEL, TDS Certificate from customer shall also be Furnished. |
| 3. | Indian Banks' Association (IBA) approval | Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, Framework Agreement will be cancelled (as per Cl. 33 of section-I, general guidelines) |
| 4. | Branch Offices | As per List-A mentioned below |
| 5. | Fleet of Vehicles Registered In The Name Of Bidder | The bidders must of minimum 50 nos. of commercial vehicles viz. Truck/ Trailers etc. Registered In The Name Of Bidder. Details as per List B to be furnished. |
| 6. | Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized. | 1. Certifying that they are not recently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units. 2. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation. |
| 7. | Integrity Pact | Bidders must submit sign and stamped Integrity Pact enclosed with this tender |

Note:

- (i) Auditor certificate indicating annual turnover out of latest three Financial Years ending 31.03.2022 i.e. FY 2019-20, FY 2020-21 & FY 2021-22 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant.
- (ii) If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past.
- (iii) Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.
- (iv) The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.
The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.
- (v) Complete detail - Address, Phone number, Mobile No., E-mail address and name of person in charge is to be provided as per List-A below.
- (vi) Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.
- (vii) A consent letter without any deviation to be given by the bidder that all terms & conditions of the tender are accepted by the bidder.

LIST A



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

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

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

LIST B
Fleet details

Fleet of Vehicles Registered In The name Of Bidder to be given in format given below-

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

Note:

- i) Self-attested printout copy of vehicle particular available in the websites of MINISTRY OF ROAD TRANSPORT & HIGHWAYS (<https://parivahan.gov.in> or <https://parivahan.gov.in>) showing latest fleet owner details along with Copy of RC Book.
- ii) If the vehicle details are not updated / available in the above websites, alternatively the bidder can submit Self-attested original copy of RTO Authenticated documents (RTO Certificate) showing vehicle number, owner's name, type of vehicle, carrying capacity, year of manufacturing etc., as per Format-1 or the format prescribed by RTA. In this case these RTO / RTA certificates should not be older than 3 months from the date of publication of Tender notice. The copies of RTO / RTA Certificates will be communicated to the respective RTAs for their confirmation of its authenticity, if required.

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

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

EVALUATION & BUSINESS DISTRIBUTION:

2.1 The bill of quantity (BOQ) is given as the business constant in Price Schedule in **Section VI. Bidders are required to compulsory quote for all categories** in the price schedule; otherwise, their tender will not be considered and shall be disqualified.

2.2 Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses (The work is to be distributed to a maximum of Four successful bidders per category.)

In case qualified responses are less than three, distribution shall depend on discretion of BHEL.

The business percentage distribution shall be as per below: -

| No. of successful bidders in a category (N) | Business Share | | | |
|---|----------------|-------------|--------|--------|
| | L1 | L2 | L3 | L4 |
| N>4 | 40.00% | 30.00% | 20.00% | 10.00% |
| N=4 | 50.00% | 33.33% | 16.67% | |
| N=3 | 66.67% | 33.33% | | |
| N=2* | 66.67% / 100% | 33.33% / 0% | | |
| N=1 | 100.00% | | | |

*On discretion of BHEL

2.3 Evaluation of offers shall be done on itemwise basis.

2.4 L1 rates for each category shall be offered to L2, L3 and L4 bidders for acceptance in that particular category. In case L2 or L3 bidder refuses to accept the counter offer, L1 rate will then be counter offered to next bidder viz. L5, L6, L7...so on till required number of bidders accept the L1 rates.

In case of non-acceptance of counter offer, the distribution %(percentage) shall be shared/ordered on vendors as per above table.

2.5 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

"Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

2.6 Business award shall be done only category-wise based on L1 rates.

However, In case of more than one L-1 or L-2 or L-3 or L-4 bidder's then work will be distributed equally among the same status of bidders after combining the business shares of respective position.



For Example: In case of Two L1 bidders, business distribution shall be as follows:-

| No. of successful bidders in a category (N) | Business Share | | | |
|---|-------------------------|-------------------------|--------|--------|
| | L1 (1 st L1) | L2 (2 nd L1) | L3 | L4 |
| N=4 | 35.00% | 35.00% | 20.00% | 10.00% |
| N=3 | 41.66% | 41.66% | 16.68% | |
| N=2 | 50.00% | 50.00% | | |
| N=1 | 100.00% | | | |

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

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



SECTION-V
SPECIAL TERMS & CONDITIONS

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

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

| Sl | Vehicle Category | Vehicle Type | Minimum Freight will be paid for the following weight or RC Book passing wt. capacity whichever is less ** | Basic Dimensions of the consignments | | |
|---|------------------|----------------------------------|--|--------------------------------------|-------|--------|
| | | | | L X W X H (in meters) | | |
| | | | | Length | Width | Height |
| For Any Where to BHEL FSIP, Jagdishpur (INWARD) | | | | | | |
| 1 | T1 | Smalls & Part Load | 3MT (@ actual Weight) | NA | NA | NA |
| 2 | T2 | Canter /Mini Truck | 7 MT | 5.59 | 2.10 | 2.2 |
| 3 | T3 | LCV / Lorry / Trucks | 9 MT | 5.59 | 2.10 | 2.2 |
| 4 | T4 | Taurus / Multi Axle trucks | 20 MT | 7.32 | 2.2 | 2.2 |
| 5 | T5 | Taurus / Multi Axle trucks | 25 MT | 7.32 | 2.2 | 2.2 |
| 6 | T7 | Mechanical Trailer Non ODC & ODC | 20 MT | 12.2 | 2.6 | 2.6 |
| 7 | T8 | Mechanical Trailer Non ODC & ODC | 25 MT | 12.2 | 2.6 | 2.6 |
| 8 | T9 | Mechanical Trailer Non ODC & ODC | 30 MT | 12.2 | 2.6 | 2.6 |
| 9 | T12 | Mechanical Long Bed Trailer | 25MT | >15.00 to 24.5 | 4 | 3 |
| For BHEL FSIP, Jagdishpur to Any Where (OUTWARD) | | | | | | |
| 10 | T4 | Taurus / Multi Axle trucks | 20 MT | 7.32 | 2.2 | 2.2 |



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| | | | | | | |
|----|-----|--------------------------------------|------|----------------|---|---|
| 11 | T17 | Mechanical Long Bed Trailer(Patratu) | 25MT | >15.00 to 24.5 | 4 | 3 |
|----|-----|--------------------------------------|------|----------------|---|---|

3. consignments to-and-fro Jagdishpur:-

- a) The tentative **Bill of Quantity (BOQ) is indicated in Price Schedule (Section VI)** for above categories. BHEL do not give any guarantee for above load and these quantities may vary depending upon actual factory operation of BHEL FSIP plant. The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the execution of the contract.
- b) The load shown in **section VI of price schedule** are only indicative and may be re-distributed among various categories depending upon the requirement of BHEL.
- c) Bill of Quantity (BOQ) mentioned is only indicative. Variation up to **+/-30%** shall be allowed.
- d) Variation and re-distribution of BOQ are essential parts of the contract and no separate approval shall be required depending upon the requirement of BHEL. Load from one category to other category shall be distributed as per BHEL FSIP requirement during the contract stage and consent of transporter shall not be binding for re-distribution of load. Security deposit shall be accordingly revised.
- e) Contract Period shall be **TWO YEARS** from the date of **LOI/WO** and shall be extended for **ONE YEAR** on mutual agreement basis
- f) **** Minimum Freight** will be paid for the category weight demanded in the vehicle allotment or RC Book passing weight capacity whichever is less, as stated in above table.
- g) If the actual weight carried by a vehicle is more than the carrying capacity permitted for that type of the vehicle (as per above table), pro-rata payment of rate shall be made depending upon the actual weight of the consignment. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Tare Vehicle Weight (Unladen weight) mentioned on RC.
- h) If the Consignment weight is more the 50% of the difference weight between requested category and next available category of vehicle, then the rate and min freight weight will be applicable of next category of vehicle with accordance of rule 2(g), else the pro-rata payment shall be made for existing category of Vehicle.
Example: - If Requested Category is 20MT FBT and the loaded weight on the Vehicle is 23 MT
Then Difference of the weight between two Category= 25-20=5
% Difference in weight= $(23-20)/(25-20)*100= 60\%$, which is more than 50%, hence 25MT vehicle Category will be applicable here. In this case payment will be done minimum freight weight i.e. 25 MT X rate of 25MT.
- i) In case of short delivery of scrap, a penalty @ Invoicing rate (including GST) shall be recovered from the transporters.
- j) For Consignment booked under Part Load category the freight shall be payable against actual weight subject to maximum of 3 MT. Above 3 MT, the consignment will be treated as 'full truck-load' of 7 MT and so on.
- k) Payment will be made within loading capacity of the vehicle as per Vehicle RC. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight of consignment and transporter will be required to attach self-attested copies of RC to logistic cell.



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Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

- l) If any one of the dimensions of the consignment (Length or Width or Height) or weight is not falling within a particular category of consignment, then in such case next higher category (fulfilling both the conditions of dimension / weight) of vehicle will be engaged for transportation.
- m) If all the dimension of the consignment (Length or Width or Height) or weight falling within a consignment category, then vehicle pertaining to another consignment category should not be utilized if the freight cost is high.
- n) In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.
- o) Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
- p) For mechanical trailers, in order to make optimum use of loading capacity of vehicles for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.
- q) The minimum chargeable distance would be 200 km. In other words, even if the distance is less than 200 km, freight will be paid for 200 km.
- r) ODC penalty imposed by state RTO/RTA will be fully reimbursed on production of original receipt.
- s) It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.
- t) For Long bed mechanical trailer category, the length of the bed should be minimum 15 meters.

4. PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:

- a) The local Jagdishpur branch office shall be single point contact of all inward and outward transportation. The requisition of vehicle shall be given to the local branch office through phone or e-mail or Letter or any other mode of communication. Therefore phones, mobiles, and email ID must be operative all the time by Jagdishpur branch during the contract period.
- b) The Contractor (hereafter called the 'Transporter') shall lift the consignment within stipulated time of Three(03) Working Days from the date of requirement of vehicle(s) except in exigencies where shorter duration could be inevitable. If failed to do so, necessary penalty shall be applicable as mentioned in this contract. However, wherever possible, sufficient advance intimation shall be given for placement of vehicles for loading of consignment.
- c) BHEL reserves the right to cancel/ revise the vehicle requisition as per requirement of BHEL. Any claim by Transporter(s) shall not be entertained in this regard. BHEL may cancel the indent without assigning any reasons. The main reasons may be i) Hold on project, ii) Problems in unloading, iii) En route problems, iv) Distance approval for the feasible route, v) Other Reasons.
- d) The vehicle will be normally required to report to our specified places between 8.00 AM to 3.00 PM on working days (in case vehicle is entry is made after 03:00 PM on any working days, it shall be counted in next working days). The exit timings shall be generally upto 4.30 PM on working days.
- e) No late placement penalty to be levied on Sundays/ Holidays (BHEL FSIP). If maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, if BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.
- f) Loading and Unloading of vehicles may take up to 3 working days. For delay in loading / unloading beyond this stipulated time the detention charges as mentioned in the contract will



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be paid by BHEL to transporter on claim of same. Day of entry, day of exit, Sunday and Holiday as per BHEL FSIP shall be excluded from total detention period.

- g) Loading & Unloading work at BHEL plant /site store/ customer store, shall be in scope of consignee or consignor.
- h) However, in a situation where unloading or loading is not in scope of consignee or consignor and unloading or loading is required to be done by the transporter within BHEL plant /site store/ customer store. Loading/unloading charges shall be applicable with due approval of Logistics BHEL official not below the rank of Manager. Loading/unloading charges shall be paid extra as follows:-
- (i) Up to 500 kg - ₹5,00/-
 - (ii) Above 500 kg – Up to 1000 kg - ₹1,000/-
 - (iii) Above 1000 Kg - ₹5,00/- per MT on actual carrying weight or Amount mention on LR/GR, whichever is less.
- i) The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of the rate contract w.r.t. the axle and tyre configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.
- j) The vehicle(s) required to be deployed under the transportation rate contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/ deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to the BHEL and such damage/losses shall determine by the BHEL at its sole discretion.
- k) The transporter shall be responsible for safe delivery of the consignments. The transporter will ensure that -
- i. The truck/trailer shall not be overloaded. No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.
 - ii. The consignments shall be transported in a manner so that no/minimum part of it shall be hanging outside the carrier.
 - iii. No trans-shipment is allowed, except the provisions mentioned in the clause no. 22.
 - iv. The transporter shall be responsible for safe custody & transportation of goods as per GR details & weight.
 - v. Transporter will give information/ messages on daily basis about the movement/ location of the lorry during the entire period of transportation.
 - vi. The consignment shall be properly fixed/ secured on the carrier by means of weldments /slings etc. as required for the safe transportation of the consignments.
 - vii. Suitable cover/ tarpaulin to protect against rain/ bad weather condition to avoid any damages to the consignment.

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

Vehicles as and when demanded will have to be placed by the transporter. At Jagdishpur & for other stations, placement time for any type of vehicle will be Three (03) Working Days from date of requirement of vehicle(s) (excluding date of placement date). Penalty shall be levied for the delay at the rates mentioned in below table-1.



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For Example: Case-1: If vehicle is demanded (requirement) on Friday, then 03(three) working days will be completed on Monday (excluding Sunday Holiday) and penalty will be implemented from Tuesday.

Case-2: If vehicle is demanded (requirement) on Monday, then 03(three) working days will be completed on Wednesday and penalty will be implemented from Thursday.

For Delay in vehicle placement: For Delay in vehicle placement of the demand within Three (03) Working Days from date of requirement of vehicle(s) (excluding date of placement date), the penalty shall be imposed and penalty amount shall be deducted automatically from running bills/ SD of errant transporter, maximum 50% of freight bill and the details of penalty deduction is furnished below in Table-1: -

| Table -1 | |
|-----------------|---|
| Category | Penalty Charges per demand per day |
| T1 | ₹1,000 |
| T2 & T3 | ₹2,000 |
| T4, T5 | ₹3,000 |
| T7, T8, T9 | ₹5,000 |
| T12 & T17 | ₹5,500 |

For non-placement of vehicles:

If any transporter after allotment of a work of transportation, refuses to book the consignment or does not respond or responds negatively in 06 working days from date of requirement of vehicle(s) at Jagdishpur or at any other station, a penalty amount equivalent to 30% of freight bill (Basic freight including variation in fuel) will be deducted from defaulter transporter (i.e. original allottee). BHEL may allot this work to any other approved transporter in that category and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive

Procedure for second allotment shall be as follows:-

1. BHEL will email to all other active transporters in that category simultaneously.
2. Based on reply received from these transporters within specified time, the work shall be allotted to the transporter having maximum share from awarded load percentage (L1, L2...etc). In case of two transporters having same load share, lottery system will be used to select the transporter. In case no transporter agrees to book the consignment, risk purchase clause shall be resorted to and additional expenditure (including consequential cost, if any) will be recovered from original allottee only. In situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause after vehicle free placement period.
3. In the event of 3 such instances consecutively or 8 such instances in totality, Security Deposit of defaulting transporter may be forfeited and contract may be cancelled.
4. In the event of refusal or failure of transporter to book the consignments offered to them, in addition to above penalty, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, on Risk and Cost to defaulting transporter under 'Risk Purchase' clause.
5. Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES: For the cases where the non-placement is not attributable to the contractor such as (i) problems in making vehicle Entry, (ii) Vehicle is allotted but materials are not ready, (iii) System errors, (iv) any others reason, which are not attributed to transporters, etc.

HOD commercial Or User Agencies will have the power to waive such penalty on case to case basis.



6. RISK PURCHASE

- i. In the event of any successful Tenderer's (contractor/transporter) failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, **including non-lifting of consignment(s) as per Contract / Agreement**, BHEL has the right to entrust the job to an alternate Transport Carrier (other than approved transporter in that category) in and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. In Such cases, the contractor shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.
- ii. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the contractor.
- iii. The amount recoverable under risk purchase shall be recovered from the defaulted contractor in all or any of the following manners:
 - a From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
 - b from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
 - c In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted contractor.

7. PENALTY FOR DELAY IN DELIVERY:

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

| SL. | Loading Type / Vehicle | Permissible stipulated transit time |
|----------|--|-------------------------------------|
| 1 | <u>For Normal Load</u> | |
| A | Flat Bed Trailer (T7, T8 , T9,T12,T17) | 200 KM per day |
| B | Taurus/Multi Axle trucks (T4,T5,) | 250 KM Per Day |
| C | LCV / Mini truck/ Canter Truck (T2, T3) | 250 KM Per Day |
| 2 | <u>For ODC:</u> | |
| A | Flat Bed Trailer (T7,T8,T9,T12,T17) | 150 KM per day |
| B | Taurus/Multi Axle trucks (T4,T5,) | 200 KM per day |
| C | LCV / Mini truck/ Canter Truck (T2, T3) | 200 KM per day |
| 3 | <u>For Part-Load Consignments (T1):</u> | |
| A | 0 – 500 KMs | 4 Days |
| B | 501 – 1500 KMs | 8 Days |
| C | 1501 KMs & above | 8 Days + 200 KM per day. |

- b) Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows.

| 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) |

- c) If transit time (number of days) comes in fractions, the allowable days shall be rounded off to nearest integer for calculation of LD/penalty. Eg. If delivery days as per above stipulated time comes as 3.3 days it will be considered as 3 days and stipulated time comes as 3.7 days it will be considered as 4 days.
- d) Additional grace period: for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases. Additional transit time shall be allowed over delivery time in the following cases:

| | | |
|---|--|-------------------------------|
| At each Railway Crossing | Minimum 6 Days with permission letter or actual on evidence | |
| From / to hill regions/ N.E.Regions | 5 days maximum | |
| Over dimensional consignment having width or height more than 4 m | Additional transit time for ODC consignment will be as follows | |
| | Consignment Height/Width | Additional transit time |
| | 4000 mm – 5000 mm | 20% of the basic transit time |
| | 5000 mm – 6000 mm | 30% of the basic transit time |
| >6000 mm | 40% of the basic transit time | |
| Permissions at state borders/ MoRTH /state authorities | Actual on evidence basis | |
| Dispatches from & To during Kanwad Mela /Kumbh Mela | As per BHEL/Government notification, proof submission by transporter | |

- i) For typical designs requiring slow movement in the interest of safety of the consignment, Logistics of concerned BHEL unit shall decide additional transit time in consultation with the concerned departments of BHEL. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.
- ii) Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the transporter on case-to-case basis.
- iii) 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.
- iv) 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
- v) In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- e) Delays/ trans-shipment etc. will be condoned and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, BHEL shall decide additional transit time.
- f) For the purpose of computing the delivery time, the date of LR or actual date of exit from plant/station (whichever is later) shall be taken as dispatch date. The date of gate entry/unloading (whichever is earlier) at plant/station/destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/ BHEL.



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g) Where transporter is not at fault and special circumstances exist, head of commercial/ User Agencies department not below the rank of Manager can grant grace period/extension of time for completion of total work or part thereof, after recording the justification for above transit period allowed in contract.

8. FORCE MAJEURE: The following shall amount to *Force Majeure*:-

- a) Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under *force majeure*.
- b) Delay attributable to above force-majeure conditions will be reviewed by BHEL on case to case basis after representation by transporter on case to case basis for granting relief on merit.

9. DETENTION CHARGES:

9.1 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) |
|----|--|---------------------------|
| | | Vehicle Type (T1 to T17) |
| 1 | Stores Wards /Logistics Area of BHEL Units /Sites / Harbour / CFSs / Other Locations | 3 |

9.2 For example, if the vehicle reached at site for unloading and made IN entry on 01.01.2020, the free period (4 days as per above table) will be available up to 05.01.2020. However, if the EXIT entry of the vehicle is made on 07.01.2020, then detention will be calculated excluding 01.01.2020, 07.01.2020 and free period (4 days) and one day will be eligible for detention.

9.3 For dispatches from BHEL, Area IN and Area EXIT will be taken for calculation of detention. Both Area IN and Area EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will not be counted for calculation of detention.

9.4 Loading & Unloading within BHEL premises Area “In” and Area “Out” entry will be made only if the Transporter’s representative available while reporting in and exit of vehicles

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

9.6 The rate of detention charges are as follows: -

| SL No | Category | Detention Charges per Day (₹) |
|-------|------------|-------------------------------|
| 2 | T1 | 800 |
| 3 | T2 & T3 | 1,200 |
| 4 | T4, T5 | 2000 |
| 5 | T7, T8, T9 | 3,000 |
| 6 | T12 & T7 | 3,000 |

9.7 DETENTION AT LOADING POINTS

Detention charges shall be paid on certification of an Executive not below the rank of Engineer (E1) of user agencies (Logistics / user department etc.)

9.8 DETENTION AT UNLOADING POINTS

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

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



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be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of Engineer (E1) of FSIP Logistics / end user.

- 9.9 DETENTION AT EN ROUTE: 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.
- 9.10 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.
- 9.11 The detention charges shall be limited to maximum 20% of the basic freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.

10. Taxes and Duties

The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-FSIP Jagdishpur due to any default of transporter under GST, such implication shall be to transporter's account.

The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

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

11. LETTING FEE (PENALTY) REIMBURSEMENT:

- 11.1 **No reimbursement will be allowed for any penalty / charges attributable on account of any loss or damages occurring to any public or private property due to movement of ODC consignment.**
- 11.2 **No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.**

12. TRANSIT INSURANCE:

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



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- c) Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- d) The consignments should be delivered in sound / good condition. Transporters will obtain on GR the shortage / damages (Excluding manufacturing defects viz. white spot, black spot, white line) clearly [No overwriting or cutting] in specific numbers [Packages in case of packed condition and Items in case of unpacked condition] and not in general terms from the consignee. In case of overwriting or cutting freight bills shall be settled after receipt of MRC from customer and damages / shortages recorded in MRC shall be final.
- e) 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.
- f) Damage / Loss
- i. If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs.
- OR
- During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.
- ii. On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.
- iii. The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.
- iv. However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.
- v. For the cases where minimum claim amount is restricted by the underwriter or by BHEL and it is established that transporter is not at fault, deductions shall not be made from the transporter. However, in such cases transporter has to certify / prove that no transshipment is done.
- g) Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility
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 out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.



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h) Accidents

- i. All accidents at any point shall be reported to agency concerned and WCM (CONTRACTS DEPARTMENT) in writing through mail within 24 Hrs followed by hard copy within two days. 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.
 - ii. 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 WCM (CONTRACTS DEPARTMENT) 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 WCM (CONTRACTS DEPARTMENT) 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
 - iii. No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.
 - iv. 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.
- i) Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.
 - i. In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters
 - ii. 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 under the extant guidelines of BHEL.

13. DIESEL ESCALATION / DE- ESCALATION:

- a) The first increase/ decrease in diesel prices will be considered only after six months of the award of the contract and similarly after every three months the calculation of diesel escalation/ de-escalation will be considered.
- b) On increase / decrease in diesel rates after due period, the freight rates agreed between BHEL and the transporter for vehicles would increase/decrease by 30% of percentage increase/ decrease in the rates of diesel prevailing over the base rate of diesel.
- c) The base / reference diesel rate shall be the actual diesel rate diesel on the date of tender (part-I) opening.
- d) Any increase/decrease so allowed to the transporters will be added to or subtracted from the basic freight rate. This increase/decrease will be computed on the date of LR/GR.
- e) The current/ base diesel rate shall be based on rate of High Speed Diesel (HSD) / Non-branded diesel on the date of bid opening as available on website of Govt./PSUs oil companies like IOCL, HPCL, BPCL etc. applicable for state capital of Uttar Pradesh i.e. Lucknow.
- f) Freight increase on any other account will not be permissible.

14. INFRINGEMENT CHARGES/ODC/TOLL /POWER BLOCKAGE/VOLUMETRIC Items:

a. INFRINGEMENT CHARGES:

For the dimensions exceeding the above basic dimensions, infringement charges will be paid as given below:

| Cat. | Vehicle Category | Infringement in Length | Infringement in Width | Infringement in Height |
|------------|-----------------------------|---|--|--|
| T1 | Smalls & Part Loads | Not applicable | Not applicable | Not applicable |
| T2 & T3 | LCV / Lorry | Beyond 5.5 mtrs 4% of basic freight for every 0.5 meter or part thereof | Not applicable | Beyond 2.20 mtrs 4% of the basic freight for every 0.25 meter or part thereof. |
| T4, T5 | Taurus | Beyond 7.32 mtrs 4% of basic freight for every 0.5 meter or part thereof. | Not applicable | Beyond 2.20 mtrs 4% of the basic freight for every 0.25 meter or part thereof. |
| T7, T8, T9 | Mechanical Trailer | 5% for increase above 12.20 m and upto 13 m. | 5% for increase above 2.6 and upto 3 m. | 5% for increase above 2.6 and upto 3 m. |
| | | Beyond 13 m to 15 m. 5% for every 0.5m or part thereof. | Beyond 3 m to 4 m. 5% for every 0.25 m or part thereof. | Beyond 3 m to 3.5 m. 5% for every 0.25 m. or part thereof. |
| T12, T17 | Mechanical Long Bed Trailer | Beyond 24.5 mtrs 5% of the basic freight for every 0.5 meter or part thereof. | Beyond 4.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof. | Beyond 3.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof. |

Infringement Charges will be made only for one extra dimensional feature (Either Length or Height or Width as applicable), whichever is more. Infringement charges against dimensions of all the consignments transported will be recorded invariably on the LR/GR at booking point with countersigned of section engineer in charge. The above-mentioned Infringement charges will be applicable on basic freight of the particular category.

b. OVER DIMENSION PENALTY REIMBURSEMENT :

- 1) RTO/RTA penalty charges levied by State Government authorities for Over Dimensional Consignments under Overall dimension of Vehicle due to ODC violating MV Act will be reimbursed on production of original online receipt only.
- 2) If any contractor is found to be submitted forged / fake documents in this regard, very serious action will be taken on them as per BHEL's Guidelines for Suspension of Business dealings with the Suppliers / Contractors and their EMD and SD will be forfeited.



c. POWER BLOCK / HEIGHT GAUGE CHARGES:-

This shall be applicable for trailer loads of Consignment height above 3.5 meter. 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 (original receipt/acknowledgement from Railways) from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. and date of payment against which the charges are paid. Prior information to BHEL for taking power block is required to be given by transporter.

Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of six (6) working days shall be considered at each gate subject to submission of the proof.

d. VOLUME LOADS :

- i. 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/ odd geometry parameters of the consignment { eg. Fabricated items -Pit liner, DT Cone, stand, Dome-wall, Ducts, etc ; Ceralin items i.e. St. Pipe, Bends, MPO, MDV, Orifice, FIE, MOE, Cones, cotton; Insulators (less weight but more volume), etc}. The volume of individual items will be pre-decided by BHEL for loading within permissible limits for respective vehicles
- ii. 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 Logistics In-charge (Dy. Manager and above) as "Volume Load" and payable for full load shall be paid.

15. FREIGHT PAYMENT:

- a) Transporter shall raise the bills after completion of the transportation of all the consignments & payment will be made within 45 days from the date of receipt of bills. Delivery challans accepted by the consignee are to be submitted along with the bill.
- b) Mode of payment of freight will be either on:
"To Pay" [TP] (*i.e. to be paid by Consignee*) basis after receipt of goods at destination, **OR**
To be billed [TBB] (*to be paid by BHEL-FSIP Jagdishpur*) after satisfactory delivery of goods to Consignee and production of documentary evidence in support thereof.
- c) Transporters shall submit their freight bills along with LR/GR copy acknowledged by consignee in original or delivery challan accepted by the consignee in original and BHEL Jagdishpur weighing slips. Only BHEL Jagdishpur weighing slip will be considered and used for freight calculation.
In special case, if weighing slip is not available, then actual weight of the consignment booked at source will be the authorized weight for freight billing and a certification with reason for not weighing of consignment from BHEL official not below the rank of DGM shall be required.
- d) All freight payment will be made through e-Payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- e) **Infringement Charges payment:** Transporter shall claim the Infringement charges on their freight bills. Infringement charges payment shall be made as per the percentage mentioned on LR/GR, duly endorsed by Executive logistics.
- f) **ODC Payment:** Transporter shall claim the ODC charges on their freight bills. Payment against ODC charges shall be made as per RTO original receipts challan basis.



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- g) Payment of freight bills shall normally be made within 45 days of presentation of the bill, duly supported with the acknowledgement on the LR/GR. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- h) Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
- i) ** Minimum Freight will be paid for the category weight demanded in the vehicle allotment or RC Book passing weight capacity whichever is less, as stated in above table.
- j) If the actual weight carried by a vehicle is more than the carrying capacity permitted for that type of the vehicle (as per above table), pro-rata payment of rate shall be made depending upon the actual weight of the consignment. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Tare Vehicle Weight (Unladen weight) mentioned on RC.
- k) If the Consignment weight is more the 50% of the difference weight between requested category and next available category of vehicle, then the rate and min freight weight will be applicable of next category of vehicle with accordance of rule 2(C), else the pro-rata payment shall be made for existing category of Vehicle.

Example: - If Requested Category is 20MT FBT and the loaded weight on the Vehicle is 23 MT
Then Difference of the weight between two Category= 25-20=5
% Difference in weight= $(23-20)/(25-20)*100=60\%$, which is more than 50%, hence 25MT vehicle Category will be applicable here. In this case payment will be done minimum freight weight i.e. 25 MT X rate of 25MT.

- l) Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by the consignee in regard to acceptance of consignments or settlement of insurance claim by underwriters in case of equipment damage.
- m) Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- n) In terms of GST applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate/declaration stating that they have not availed GST input of GST paid. Bidder shall also provide their GSTN or Transporter ID as applicable.
- o) Hilly Area Charges: For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh/ Kumaon/ Garhwal / Kashipur / Mohand Regions in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh, North Eastern Regions, Siliguri, Nepal, Bhutan) or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid over and above the applicable freight for the total journey.

16. EXTENTION & TERMINATION OF CONTRACT:

- a) **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, and the approved transporters. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- b) **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.



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- c) If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- d) The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehaviour, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
- e) If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/SD paid may be forfeited and contract terminated.
- f) BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.

17. SUB-LETTING OF WORK:

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

18. TRAFFIC REGULATIONS & REQUIREMENTS:

- a)The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- b)The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- c)The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
- d)It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- e)The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances with the written consent of BHEL.
- f) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- g)Transporters shall make aware concerned drivers/ staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- h)Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
- i) All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental



impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

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

19. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- a) The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
- b) The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.

20. PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

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

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

21. LASHING OF THE CONSIGNMENTS

- a. Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- b. 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
- c. 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.
- d. 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. Requirement of such materials will be communicated in demand itself by the demand creator and same will be verified by the Security officials (in line

with the materials asked during demand creation) and after verification only, the vehicle will be allowed to come inside.

- e. Wherever applicable and demanded by BHEL, only nylon belts/rubber sleeved chains should be allowed for lashing and wherever applicable and demanded by BHEL, Goose pipes should be sleeved with rubber, to avoid metal to metal contact.
- f. 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.
- g. 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.
- h. 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.
- i. When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- j. 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.
- k. The loading of multiple components one over the other shall not be done.
- l. Soft rubber pads shall be used to lash on the product metal surface
- m. 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.
- n. 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.
- o. In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- p. Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- q. Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- r. Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- s. The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- t. 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.

22. SAFETY OF CONSIGNMENT:

- a) The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- b) Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- c) The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- d) Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the



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transporter shall arrange for the collection of materials from such points and delivery at any such points.

- e) Transporter shall auction no material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- f) Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

23. STATUTORY OBLIGATIONS OF TRANSPORTER:

- a) The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- b) The transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- c) The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- d) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

24. INDEMNITY:

- a) The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- b) The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.
- c) The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
 - (i) Observance of Labour & Industrial Laws.
 - (ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - (iii) Documentary compliance relating to freight billing.
 - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.



25. TRANSSHIPMENT:

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

26. CONSIGNMENT NOTE CERTIFICATION:

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

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



27. VEHICLE MOVEMENT REPORTING:

- a) Monitoring of BHEL consignment should be made by the Transporter through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Transporter only.
- b) In case, the System is not made available by the Transporter, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Transporter. If repeated failures are noticed, a fine of 5 % of freight payment will be deducted from freight bill.
- c) Wherever insisted by BHEL, the GPS instrument has to be provided by Transporter at their cost and risk in all the vehicles which carries the consignments. The Transporter should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached/ not working in vehicle enroute, additional penalty of 2 % of the bill value shall be levied. In case of repeated detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Transporter and suitable action will be initiated thereafter.

28. ROUTE & DISTANCE:

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

29. TRANSIT PERIOD:

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



30. DESPATCH DOCUMENTS:

- a) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
 - i. Dispatch Advice Note/Challan,
 - ii. Invoice (Original/ Duplicate) indicating PO reference,
 - iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - iv. Consignee Copy of LR for door delivery,
 - v. E-Waybills etc. wherever applicable,
 - vi. SMIV/PMIV/ Gate Pass, wherever applicable.
 - vii. Transport Memo, wherever applicable.
- b) The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- c) E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of trans-shipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- d) In case the transporter fails to deliver original Gate Pass (*duplicate for transporter to claim GST*) and any other documents to CDC and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- e) All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
- f) Submission of Receipted Challans within 20 days from the date of delivery failing which penalty @ Rs 100/- per day. Subject to maximum Rs. 500/GR.

31. ESCORTS:

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

32. PERFORMANCE EVALUATION / BUSINESS DISTRIBUTION:

- a) The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.
- b) Business distribution may therefore, vary from time to time, depending upon the performance of the transporters.
- c) Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.



33. BHEL Reserves the right to: -

- a) Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- b) Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- c) Approve such number of transporters as may warrant for smooth operational requirement.
- d) Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- e) restrict allotment of load for outgoing consignments for specific sites to specific transporters.

34. The offers of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

35. GeM Seller ID shall be mandatory before placement of order/award of contract for goods and services to the successful bidder(s).

36. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI Rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill become due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest.

37. Conflict of Interest among Bidders/ Agents :

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal;

or



g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

38. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.



ANNEXURE 1

DISTANCE CHART

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

| Details of Destination From and To BHEL FSIP Jagdishpur | | |
|--|---------------------------|---------------------|
| S. No | Location | Distance(KM) |
| 1 | JAIGAON[WB] | 971 |
| 2 | NTPC SIPAT | 670 |
| 3 | VELLAVIDUTHI SITE -622302 | 2284 |
| 4 | TANJAVUR[TN] | 2258 |
| 5 | GONDIA[MH] | 723 |
| 6 | VISAKHAPATNAM | 1304 |
| 7 | MANDI GOVINDGARH | 886 |
| 8 | BHATINDA PUNJAB | 942 |
| 9 | TALCHER | 945 |
| 10 | SAXENA MARINE GAZIABAD | 538 |
| 11 | BIDHAN NAGAR WB | 770 |
| 12 | GOKARNA WB | 869 |
| 13 | GOGHAT HOOGLY WB | 889 |
| 14 | DEWANMARO WB | 926 |
| 15 | CHANDITALA WB | 923 |
| 16 | KANCHIRA WB | 935 |
| 17 | BARH STPS | 509 |
| 18 | HATHIYARI VIKASHNAGRE[UK] | 672 |
| 19 | FALAI AUGUSTMUNI[UK] | 765 |
| 20 | IOCL PANIPAT | 657 |
| 21 | Koderma | 574 |
| 22 | NAGAR KARNOOL | 1476 |
| 23 | Nalco Damanjodi | 1121 |
| 24 | RAMBAM (BY SIKKIM) | 1145 |
| 25 | BHEL HERP (UP) | 214 |
| 26 | KATNI | 432 |
| 27 | GRUGRAM | 631 |
| 28 | KISHANGARH | 747 |
| 29 | NTPC KOTHAGUDAM STPP[TEL] | 1366 |
| 30 | KHAPARKHEDA[MH] | 786 |
| 31 | RAMMAM[WB] | 1062 |



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| | | |
|----|--------------------------------|------|
| 32 | THOOTHUKODI[TN] | 2477 |
| 33 | RAICHUR[KTK] | 1515 |
| 34 | NMDC-JAGDALPUR | 1060 |
| 35 | DONGALIA | 939 |
| 36 | YADDULA | 1463 |
| 37 | BALIMELLA | 1183 |
| 38 | BANDHORA | 428 |
| 39 | IBRAHIMPATTANAM | 1552 |
| 40 | YADADRI STP | 1502 |
| 41 | WATKHEDA | 927 |
| 42 | WANAKBORI | 1120 |
| 43 | VADAMADURAI[TN] | 2307 |
| 44 | UTHUKADU[TN] | 2034 |
| 45 | UPPUR STP | 2422 |
| 46 | UKAI TAPI[GUJ] | 1225 |
| 47 | UDANGUDI STP | 2562 |
| 48 | TUTICORIN | 2432 |
| 49 | TUMKUR [KT] | 1899 |
| 50 | TIFRA BILASPUR(CHAT.) | 688 |
| 51 | THANGARH [GUJRAT] | 1400 |
| 52 | SRI KALAHASTI,CHITTOOR | 1836 |
| 53 | SOLUR | 1907 |
| 54 | SINGRAULI | 441 |
| 55 | SIKAR[RAJ] | 766 |
| 56 | SHIMOI , AIZAWAL | 1759 |
| 57 | SHIMOGA[KT] | 1949 |
| 58 | SHAMLI | 614 |
| 59 | SATPURA, SARNI | 804 |
| 60 | SATHYANATHAPURAM (PENNAGRAM) | 2046 |
| 61 | SASARAM | 316 |
| 62 | SARNI (BETUL) | 816 |
| 63 | SARIYA , GIRIDIH | 560 |
| 64 | SARDAR SHAHAR[RAJ] | 906 |
| 65 | SANTHALDIH | 666 |
| 66 | SANKARAMANGALAM[CHAVARA] KERLA | 2602 |
| 67 | SALEM | 2108 |
| 68 | SAKATPURA KOTA [RAJ.] | 708 |
| 69 | SAKARLA (PHATA) [MH] | 777 |
| 70 | SAGARDIGHI, MANIGRAM | 903 |
| 71 | RAWATSAR SIRIGANGANAGAR[RAJ] | 986 |
| 72 | RATLAM(MP) | 960 |



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| | | |
|-----|--|------|
| 73 | RASARA[BALIYA]UP | 273 |
| 74 | RAMNATHAPUR | 1300 |
| 75 | RAMCHANDRAPURAM(TEL) | 1337 |
| 76 | RAMANUJAVARA[BHADRADARI] | 1267 |
| 77 | RAJNAGAR(MP) | 327 |
| 78 | RAJGRAM (HULLANG) W.B. | 873 |
| 79 | PHAGI (CHHAKAWADA) RAJ. | 725 |
| 80 | PEENYA[KT] | 1921 |
| 81 | PAVAGADA,TUMKUR[KTK] | 1833 |
| 82 | PAVAGADA,TUMKUR TO KEMPANADODDERY[KTK] | 92 |
| 83 | PATRATU[JH] | 664 |
| 84 | PATHROTA ITARSI | 686 |
| 85 | PASIGHAT | 1931 |
| 86 | PARTOLI[MH] | 1511 |
| 87 | PARICHHA TPS[UP] | 356 |
| 88 | PANKI | 201 |
| 89 | PADAJHIR | 505 |
| 90 | OTTAAPIDARAM[TN] | 2453 |
| 91 | OBRA TPS | 330 |
| 92 | NTPC TELANGANA[TEL] | 1166 |
| 93 | NTPC RAMAGUNDUM(TEL) | 1127 |
| 94 | NSPCL RAURKELA(ORRISA) | 847 |
| 95 | North Karanpura | 531 |
| 96 | North Chennai | 1967 |
| 97 | NEYVELI[TN] | 2174 |
| 98 | NEW DELHI | 580 |
| 99 | NAYANANGAL PUNJAB | 896 |
| 100 | NAYAGAON MP | 487 |
| 101 | NARENDRAPUR[DHENKNAL]OROSSA | 981 |
| 102 | NALCO ANGUL[ODISHA] | 980 |
| 103 | NAGDA VIA JHANSI | 907 |
| 104 | N R MOHALLA,MYSURE(KT) | 2065 |
| 105 | MUMBAI | 1459 |
| 106 | MOHADA (YAVATMAL)[MP] | 944 |
| 107 | MAUJA GURSARAI | 384 |
| 108 | MAUDAHA (HAMIRPUR) U.P. | 251 |
| 109 | MANGALURU,DAKSHINA(K) | 2155 |
| 110 | MAIDANAHALLI[KTK] | 2136 |
| 111 | LUCKNOW | 75 |
| 112 | KUPPAM, KARUR | 2177 |
| 113 | KOTTAYUR[TN] | 1985 |



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| | | |
|-----|---------------------------------|------|
| 114 | KOTTAMURI (KERALA) | 2381 |
| 115 | KOTESHWER[HK] | 696 |
| 116 | KORBA[CH] | 670 |
| 117 | KORADI[MH] | 749 |
| 118 | KHURJA | 548 |
| 119 | KHARILA | 486 |
| 120 | KHADKAFATA | 1337 |
| 121 | KANTI MUZAFFERPUR[BR] | 461 |
| 122 | KANNUR[KERLA] | 2240 |
| 123 | KALIJHORA[WB] | 890 |
| 124 | KALABURAGI(KT) | 1475 |
| 125 | KADAPA | 1726 |
| 126 | KADAKOLA | 2042 |
| 127 | JULWANIYA VIA JHANSI | 999 |
| 128 | JHIJHANIYALI,[JAISALMER][RAJ] | 1264 |
| 129 | JAMSHERKHAS(PB) | 995 |
| 130 | JALORE[RAJ] | 1059 |
| 131 | JABALPUR[MP] | 480 |
| 132 | ITARSI VIA JHANSI | 797 |
| 133 | IRUNGATTUKOTTAI,KANCHIPURAM(TN) | 1902 |
| 134 | INGUR (PERUNDURAI) | 2171 |
| 135 | INDORE | 858 |
| 136 | HUBBALLI DHARVAD(KT) | 1854 |
| 137 | HOSUR | 1923 |
| 138 | HOOTAGALLI | 2074 |
| 139 | HOODY(HOODI) | 1928 |
| 140 | HEERAPURA[RAJ] | 654 |
| 141 | HASSAN(KT) | 2090 |
| 142 | HARDUA GANJ[UP] | 472 |
| 143 | HANUMANGARH[RAJ] | 976 |
| 144 | HALOL | 1105 |
| 145 | GWALIOR MP | 412 |
| 146 | GURSARAI[UP] | 335 |
| 147 | GHARGHODA(BAIMURA)CHH. | 685 |
| 148 | GHANSALI[UK] | 738 |
| 149 | GANDARVAKOTTAI[PUDUKOTTAI]TN | 2284 |
| 150 | GADARWARA | 610 |
| 151 | FARAKKA (WB) | 848 |
| 152 | FALAI [UK] | 694 |
| 153 | ETTAYAPURAM (TUTICORIN) | 2413 |
| 154 | ENNORE | 1964 |



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| | | |
|-----|--------------------------------|------|
| 155 | DVC MIJIA[WB] | 733 |
| 156 | DVC DURGAPUR[WB] | 738 |
| 157 | DAVANGERE(KT) TO SHIMOGA(KT) | 91 |
| 158 | DAVANGERE(KT) | 1905 |
| 159 | DARLIPALI[OD] | 707 |
| 160 | DANGCHURA[UK] | 708 |
| 161 | CHHAL(RAIGARH)-CG. | 690 |
| 162 | CHELPUR KAKATIYA[TEL] | 1156 |
| 163 | CHANDRAPUR[MAHARASTRA] | 944 |
| 164 | CHANDLA VIA ALLAHABAD | 267 |
| 165 | CHACHAI ANUPPUR MP | 515 |
| 166 | BUICALI | 1822 |
| 167 | BOKARO (JHARKHAND) | 663 |
| 168 | BHUSAWAL[MH] | 1097 |
| 169 | BHUBNESHWAR ORRISA V ALLAHABAD | 1158 |
| 170 | BHIWADI(RAJ.) | 598 |
| 171 | BHILWARA(RAJ) | 867 |
| 172 | BHILAI [CHATTISGARH] | 775 |
| 173 | BHELTRICHY | 2213 |
| 174 | BHEL RANIPET | 1932 |
| 175 | BHEL JHANSI | 368 |
| 176 | BHEL HYDERBAD | 1301 |
| 177 | BHEL HARIDWAR | 601 |
| 178 | BHEL EPD BANGALORE[K] | 1884 |
| 179 | BHEL BHOPAL | 722 |
| 180 | BHANIPURA[RAJ] | 930 |
| 181 | BELAGAVI(KT) | 1751 |
| 182 | BEAWAR[RAJ] | 828 |
| 183 | BASANI JODHPUR[RAJ] | 983 |
| 184 | BARWAHA[MP] | 908 |
| 185 | BARA [PRAYAGRAJ] | 222 |
| 186 | BANSWARA[RAJ] | 986 |
| 187 | BANMOR , MORENA | 417 |
| 188 | BALLARI(KT) | 1710 |
| 189 | BAKRESHWAR[WB] | 784 |
| 190 | BAGALKOTE[KT] | 1594 |
| 191 | BAGALKOTE TO BALLARRI(KT) | 220 |
| 192 | ATARRA | 195 |
| 193 | ASRAWAD MP | 845 |
| 194 | ASRAWAD | 904 |
| 195 | ARIYALUR[TN] | 2022 |



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| | | |
|-----|---------------------|------|
| 196 | ANTHARASANAHALI[KT] | 1899 |
| 197 | ANPARA UP | 411 |
| 198 | ANGAMALY[KERLA] | 2355 |
| 199 | AMARAM (MECHERI) | 2052 |
| 200 | ALWAR[RAJ] | 579 |
| 201 | ALLAPUR(MEDAK)TN | 1310 |
| 202 | ALANDI | 1404 |
| 203 | Alamadhi[tn] | 1863 |
| 204 | AKLERA[JHALAWAR]RAJ | 701 |
| 205 | ABLOWAL PATIALA(PB) | 884 |
| 206 | JAISALMER[RAJ] | 1201 |
| 207 | ITARSI | 685 |
| 208 | SATNA MPEB | 282 |

Note:

- Freight charge shall be calculated on the basis of above distance only.
- The distances not covered in above table shall be considered as mentioned clause 28 (c) this section.



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SECTION - VI

**PRICE SCHEDULE & BOQ (To be submitted online through e-tender Portal :
<https://eprocurebhel.co.in/nicgep/app>)**

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

A. OUTWARD PRICE SCHEDULE & BOQ

| Cat. No. | Vechile category details/ Variant | Minimum Chargeable Weight (MT) | Total Bill of Quantity Approx.(In MT-KM) | Rate # (Rs. Per MT per KM) (To be quoted by bidder) | Total Value (in Rs.) (To be calculated by system) |
|----------|---------------------------------------|--------------------------------|--|--|--|
| 1 | 2 | 3 | 4 | 5 | (6=4x5) |
| T4 | Taurus / Multi Axle trucks | 20 | 29,71,400 | <u>To be quoted by bidder</u> | <u>System generated</u> |
| T17 | Mechanical Long Bed Trailer (Patratu) | 25 | 4,15,000 | | |

Note:1. Rate to be quoted for all categories; otherwise, bid will not be considered and shall be disqualified.

2. Bill of Quantity (BOQ) mentioned is only indicative. Variation up to +30% shall be allowed.

Rate to be quoted excluding GST which shall be payable at actual.

Date:

(Signature & Seal of the Bidder)

B. INWARD PRICE SCHEDULE & BOQ:

| Cate gory No. | Vechile category details/ Variant | Minimum Chargeable Weight (MT) | Total Bill of Quantity Approx.(In MT-KM) | Rate # (Rs. Per MT per KM) (To be quoted by bidder) | Total Value (in Rs.) (To be calculated by system) |
|---------------|-----------------------------------|--------------------------------|--|--|--|
| 1 | 2 | 3 | 4 | 5 | (6=4x5) |
| T1 | Smalls & Part Load | 3 | 59,760 | <u>To be quoted by bidder</u> | <u>System generated</u> |
| T2 | Canter /Mini Truck | 7 | 1,27,820 | | |
| T3 | LCV / Lorry / Trucks | 9 | 1,34,460 | | |
| T4 | Taurus / Multi Axle trucks | 20 | 3,32,000 | | |
| T5 | Taurus / Multi Axle trucks | 25 | 7,26,250 | | |
| T7 | Mechanical Trailer Non ODC & ODC | 20 | 7,96,800 | | |
| T8 | Mechanical Trailer Non ODC & ODC | 25 | 17,43,000 | | |
| T9 | Mechanical Trailer Non ODC & ODC | 30 | 17,92,800 | | |
| T12 | Mechanical Long Bed Trailer | 25 | 62,250 | | |

Note:1. Rate to be quoted for all categories; otherwise, bid will not be considered and shall be disqualified.

2. Bill of Quantity (BOQ) mentioned is only indicative. Variation up to +/- 30% shall be allowed.

Rate to be quoted excluding GST which shall be payable at actual.

Date:

(Signature & Seal of the Bidder)