

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचंद्रपुरम, हैदराबाद - 502 032. (भारत)

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad – 502 032

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Transportation of material from BHEL to sub-contract vendors/companies and vice-versa (Local Trips) for the year 2021-23



COMMON MATERIALS MANAGEMENT - STORES

BHEL, RAMACHANDRAPURAM

HYDERABAD-502 032

CONTENTS

Notice Inviting Tender	Pg. No: 3
Prequalification Requirements	Pg. No: 4-5
Part A, Annexure A: Instructions to Bidders	Pg. No: 6-12
Part A, Annexure B: General Terms & Conditions	Pg. No: 13-30
Part A, Annexure C: Schedules of Vehicles	Pg. No: 31
Part A, Annexure D: Bid-Securing Declaration Form	Pg. No: 32
CHECK LIST FOR TECHNO-COMMERCIAL BID	Pg. No: 33-35
Part B, Price Bid	pg. No: 36-38

NOTICE INVITING TENDER

Name of the department : Common Materials Management – Stores

Tender No. 3 : HY/CMM-STORES/SC-T/2021-23, Dt: 28.02.2021

1. Name of the work : Transportation of the raw materials like plates, pipes, channels, angles, beams, rounds, forgings, castings etc., by suitable vehicles (as specified in annexure C) in good running condition as per MV Act to ply between BHEL and BHEL Ancillaries, twin cities, Patancheru, Muttangi, Isnapur, Nacharam, Medchal and other areas like Medak District & RR District (Max. distance is upto 80KM/Trip, Trip is from BHEL to Last Vendor for Schedule I to V and BHEL to BHEL via last vendor for schedule VI-VII) for the year 2021-23.
2. The tender documents are available in the Web Site of BHEL www.bhel.com. Those who wish to download the same may do so. While submitting the tender documents, a Demand Draft/NEFT/RTGS towards cost of tender document should be enclosed. The tender documents downloaded from the website without a Demand Draft/NEFT/RTGS for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
3. **All corrigenda, addenda, amendments, time extensions clarifications etc., to the tender will be hosted on BHEL web site (<http://www.bhel.com>) only. Bidders should regularly visit website to keep themselves updated.**

1.	Tender Number & date	:	HY/CMM-STORES/SC-T/2021-23, Dt. 28.02.2021
2.	Name of work	:	Transportation of Material to Sub-Contract vendors/ companies and vice-versa (Local Trips) for the Year 2021-23
3.	Last date for receipt of tender	:	09.03.2021, 1100 Hrs.
4.	Date and time of tender opening	:	09.03.2021, 1400 Hrs.
5.	Period of contract	:	24 Months from the date of awardal of contract.
6.	Cost of the tender document (Non Refundable)	:	Rs.1000/- by DD/Pay order from any Nationalised bank in favour of BHEL, payable at Hyderabad.

1. PREQUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost of each schedule. Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years’ turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of nature Transportation of material/goods (using vehicles as specified in annexure C) during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost of each schedule.
 - OR
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost of each schedule.
 - OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost of each schedule.

Please follow below table for information regarding turnover and experience required for each schedule.

Schedule	Category of Vehicle	Avg. Annual Turnover for past 3 years (30% of estimated cost) (In Lakhs)	If 3 works completed, value of each work should not be less than 40 % of estimated cost (In Lakhs)	If 2 works completed, value of each work should not be less than 50 % of estimated cost (In Lakhs)	If 1 works completed, value of each work should not be less than 80 % of estimated cost (In Lakhs)
I	Auto/Van	1.68	2.24	2.80	4.48
II	LCV	2.80	3.74	4.67	7.47
III	HCV/OT	5.70	7.60	9.50	15.20
IV	Taurus	2.17	2.89	3.61	5.78
V	Trailer	3.60	4.80	6.00	9.60
VI	1-1.5 T Van (with Cabin Crew)	2.74	3.65	4.56	7.30
VII	3-4 T Van	3.49	4.66	5.82	9.31

- d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

Similar Works means any experience relevant to transportation of goods.

(If the experience certificates for above work are submitted from the private organizations then for executed value either TDS certificate or bank statement is to be submitted as a proof of payment).

- iii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) Transporters can submit turnover relevant to the schedule or higher schedule.
- vi) GST Registration number (Copy of GST registration to be enclosed).

PART A

Annexure A

INSTRUCTIONS TO BIDDERS

THE BIDDERS ARE ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS AND TENDER SCHEDULES ENCLOSED CAREFULLY BEFORE SUBMITTING THEIR QUOTATIONS. THE BIDDERS MAY CONTACT Dy. MANAGER/STORES-CMM (040-2318 2190/4429) FOR ANY CLARIFICATION REQUIRED IN THIS REGARD.

Sealed Tenders are hereby invited from experienced, reliable, resourceful & financially sound transport carriers having a fleet of vehicles for transportation of raw materials like plates, pipes, channels, angles, beams, rounds, forgings, castings etc., by suitable vehicles (Trailer/Taurus/Open Lorry/HCV/LCV/Auto/Van) in good running condition as per MV Act to ply between BHEL and BHEL Ancillaries located in Twin Cities, Patancheru, Muttangi, Isnapur, Nacharam, Medchal and other areas for the year 2021-2023, Max. distance is 80 km/Trip, (Trip is from BHEL to Last Vendor for Schedule I to V and BHEL to BHEL via last vendor for schedule VI-VII).

1. PROCEDURE TO SUBMIT TENDERS:

Sealed tenders in the BHEL's proforma enclosed shall be submitted in the following manner:

The bids shall be submitted in two parts namely

- i. **Techno - Commercial Bid**
- ii. **Price Bid**

Techno - Commercial Bid in the proforma enclosed together with the required documents and DD/NEFT/RTGS towards cost of tender documents from any Nationalised Bank drawn in favour of "Bharat Heavy Electricals Limited", payable at Ramachandrapuram, Hyderabad shall be submitted in a separate sealed cover super scribing name of the Bidder and

TECHNO COMMERCIAL BID – Transportation of Material to Sub-Contract vendors/ companies and vice-versa (Local Trips) for the Year 2021-23

Tender No. 3: HY/CMM-STORES/SC-T/2021-23, Dt: 28.02.2021

Price bid in the proforma enclosed shall be submitted in a separate sealed cover super scribing name of the Bidder and

PRICE BID - Transportation of Material to Sub-Contract vendors/companies and vice-versa (Local Trips) for the Year 2021-23

Tender No. 3: HY/CMM-STORES/SC-T/2021-23, Dt: 28.02.2021

2. The bidder should put Price Bid and the Techno-Commercial Bid in a single strong cover, seal it and affix seal on the cover and address the same to Dy. General Manager, Vendor Complex, beside Administrative building, M/s. Bharat Heavy Electricals Limited, HPEP, Ramachandrapuram, Hyderabad-502 032, duly super scribing Tender No. 3: HY/CMM-STORES/SC-T/2021-23, Dt: 28.02.2021. The completed tenders shall reach on or before **1100 Hrs. on 09.03.2021**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders without signature and seal are not considered. **Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.**

3. Sealed covers so received will be opened at **Vendor Complex, BHEL, Hyderabad** on **09.03.2021 at 1400 Hrs.** in the presence of the Bidders or their Authorized Representatives who may choose to witness the same.

- The Techno Commercial bids only will be opened on **09.03.2021 at 1400 Hrs.**
- Price bids of technically qualified bidders will be opened on a subsequent date and time which will be communicated later.

4. All entries in tender documents shall be clearly written in ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned. The rates shall be quoted only in the **Price Bid format enclosed** both in words and figures, **When there is a discrepancy between the rates in figures and in words, the rate in words will prevail.** The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents **(TECHNO-COMMERCIAL BID AND PRICE BID)** before submitting their tenders.

A) DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) above.
 - iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be rejected.
5. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes, toll taxes and what so ever, etc., **excluding GST** which is incidental for transit and in deploying the vehicles during the operation of Contract.
 6. **VALIDITY OF OFFERS:** The rates quoted shall be valid for acceptance for a minimum period of **120** days from the date of opening of techno- commercial bid. Withdrawal of Tender or increasing the rates during this validity period will be suspended for the time mentioned in the tender documents.
 7. Copy of Income Tax Returns certified by chartered accountant for the financial years **2017-18, 2018-19 and 2019-20** to be submitted along with Techno-Commercial Bid.
 8. The bidder is responsible for any penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the bidder.

9. In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who has been authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm. **A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender. Unregistered Partnership Firms will not be considered.** BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
10. The successful Bidder whose tender is accepted for awarding the contract shall enter into a contract at his cost on a valid Non-Judicial Stamp Paper of value Rs. 200/- (Rupees Two Hundred only). BHEL's communication / contact point will be the local office at Hyderabad.
11. The transporter should have an office in Secunderabad/Hyderabad/Patancheru with an e-mail facility. Indents will normally be sent through E-mail/letter to representative. However, the successful tenderer should engage a Supervisor / Representative for connected work with BHEL. Non receipt of E-mail shall not be entertained as an excuse for not placing the required vehicle.
12. 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. Conditional tenders, tenders containing absurd or unworkable rates and tenders not in accordance with tender condition during the tender evaluation process shall be rejected.
13. BHEL reserves its right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act and TSMV Rules.
14. The transporter shall indemnify and compensate BHEL for any loss or damage to the property of BHEL occurring due to transporter/his vehicles/his workmen/representatives negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the Security Deposit paid by the transporter or from the freight bills or any sum due to him by BHEL. **BHEL, Hyderabad is not responsible for any injuries to the transporter's personnel inside/outside the company premises.**
15. Transporter shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
16. The contractor's/Transporters/Firms who are entering first time in BHEL, Ramachandrapuram are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

(Vendors to furnish this mandate on their Letter Head.)

Ref No:

To

Date:

Ref No.

Dy. Manager/Finance-CM
 Bharat Heavy Electricals Limited
 Ramachandrapuram
 Hyderabad 502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account,
 subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) / Staffno :
 B. (Name as per PO/SCO) :
 (Retd Employee to indicate address here)
 C. PAN of Beneficiary :
 D. TIN of Beneficiary :
 E. e-mail address of Beneficiary :
 F. City (of Beneficiary) :
 G. Bank Name :
 H. Branch (of Bank) :
 I. A/c Number :
 J. A/c type (Savings or Current) :
 K. MICR Code of the branch (9 digit) :
 L. IFSC for NEFT (11 char) :
 M. IFSC for RTGS (If different from L) :

Thanking you,

(Signature with Seal)	Authorised Signatory
Authorised Signatory	Name
Name	Designation
Designation	

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized official of bank)

Bank Stamp

17. The BHEL Bank account details for payment of tender document cost through RTGS/NEFT mode is as follows

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

18. **SD of the bidder will be forfeited and terminated from the tender/contract if:**

- a) Canvassing in any form, in connection with the Tender.
- b) All the information furnished by the bidder is taken to be authentic for evaluation of tender priorities. Any information furnished is found to be incorrect subsequently, at any later date or during the tenure of the contract.
- c) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- d) The bidder does not commence the work within the period as per LOI / Contract and irregular performance during the tenure of the contract.
- e) The transporter fails to place the vehicle for 4 times in a month for two consecutive months.
- f) The transporter who entered into the contract is black listed/delisted during the contract period by any of BHEL units.

19. TERMINATION OF CONTRACT:

- a) If the transporter fails or neglects or refuses to observe/perform any of the terms and conditions/obligations under the contract, BHEL may without prejudice to any other rights, terminate from this contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation of 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.
- b) If the transporter withdraws his offer after acceptance of the same or fails to start the work/quits the work, in accordance with the instructions of the Officer-in-Charge, the security deposit made by him will be forfeited and he is liable to undergo actions as envisaged in the guide lines for suspension of business dealings.
- c) In case of detection of any malpractices disciplinary action shall be taken as per Company's Rules & Procedures.
- d) The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, 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 NIT.
- e) BHEL, Hyderabad shall have the option to terminate the contract without notice in the event of liquidation (voluntary or compulsory) of the contract or transporter or on the transporter becoming insolvent. Notwithstanding anything contained above, the company reserves the right to terminate this contract if the transporter violates any of the terms & conditions of the contract agreement. In the event of any unethical practice being noted during the tenure of the contract BHEL reserves the right to terminate the contract without notice and the Security Deposit of the transporter will be forfeited.
- f) Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in the contract (Actions as envisaged in the guide lines for suspension of business dealings will be initiated).
- g) The Transporter shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- h) Contracts awarded can be halted for a certain period of time for reasons arising due to natural disasters/epidemics during which no payment shall be made to transporters.

i) Force majeure

Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions.

If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof along with photographs.

The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.

Annexure B**GENERAL TERMS & CONDITIONS****1. SCOPE OF CONTRACT:**

The scope of contract covers Transportation of the raw materials like plates, pipes, channels, angles, beams, rounds, forgings, castings etc., by suitable vehicles (as specified in annexure C) in good running condition as per MV Act to ply between BHEL and BHEL Ancillaries located in Twin Cities, Patancheru, Muttangi, Isnapur, Nacharam, Medchal and other areas for the year 2021-23, Max. distance is 80 km/Trip, (Trip is from BHEL to Last Vendor for Schedule I to V and BHEL to BHEL via last vendor for schedule VI-VII).

The vehicles shall be supplied along with driver and also helper if required. The fuel shall be in the scope of the transporters only.

Vehicles mentioned in schedule I – V shall be used to transport (SMIV/PPMIV's) material from BHEL, RC Puram to BHEL Ancillaries.

Vehicles mentioned in Schedule VI-VII shall be used to transport material (SMIV/PPMIV's) from BHEL, RC Puram to BHEL Ancillaries and also for local collection and miscellaneous material movements not covered in schedule I to V.

The basic KM run for schedule VI & VII will be 2000/month for each vehicle. The starting and closing KM reading shall strictly be from BHEL R C Puram K – Gate. No empty KM run/garage KM run shall be considered.

2. SECURITY DEPOSIT

- 2.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

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

The total amount of Security Deposit will be 3% of the contract value.

2.2 *Modes of deposit:*

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (EFT ACCNT NO.: 00000062048154115, IFSC SBIN0020075).

- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

2.3 Collection of Security:

At least 50% of the required Security Deposit, should be collected 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.

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 Transporter.

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.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

- 2.4 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his tender shall be consider as withdrawn.
 - 2.5 The Security Deposit will be released after the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
- 3 The consignments booked within the contract period fall within the scope of the contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
 - 4 **The transport contract is valid for 2 (two) years** i.e., from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.

- 5 Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
- 6 BHEL may enter into contracts simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work. BHEL reserves the right to increase/decrease the number of transport carriers as deemed fit to ensure continuation of work load.
- 7 The transporter shall have no right to demand at any time during the period of the contract any minimum quantity of load/trips/Km's for transportation.
- 8 In case of breach of any of the terms and conditions of the contract, company will have the liberty to forfeit in part or in full and entrust the work to any other transporters at the risk and cost of the transporter and the transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the contract.
- 9 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the transporter to BHEL under the Terms of the contract will be recovered from the outstanding payments to transporter either under this contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the transporter shall make good the balance amount by actual payment. In addition BHEL, Ramachandrapuram, Hyderabad reserves the right to recover the said amounts through its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.
- 10 ***REQUISITION/ ORDER/NOTICE / COMMUNICATION TO TRANSPORTERS:***

The Requisition for vehicles (*Prior information about the dimensions of the materials to be transported along with the weight will be informed*) for lifting the consignments/orders/notices or any correspondence to the transporters or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the address furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials). Requisition for vehicles for lifting the consignments or any orders or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Ramachandrapuram, Hyderabad and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will be taken into consideration for further course of action.

Vehicles of schedule I-IV shall be arranged within 48 working hours (Auto, LCV, HCV/Open Truck, Taurus) on receipt of requisition from BHEL Officials through letter / e-mail

Vehicles of schedule V shall be arranged within 72 working hours (Trailer) on receipt of requisition from BHEL Officials through letter / e-mail

Vehicles of schedule VI & VII shall be arranged on all working days on receipt of requisition from BHEL Officials through letter / e-mail.

- i) *Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.*
- ii) *Notwithstanding the above, BHEL reserves the right to accept or reject any particular offer or part of the offer without assigning any reasons thereof.*

11 PENALTY FOR NON PLACEMENT OF VEHICLE/UNABLE TO DELIVER GOODS

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>Penalty per day (INR)</i>
1	Schedule – I	Auto/Van	100
2	Schedule – II	Light Commercial Vehicle	400
3	Schedule – III	Heavy Commercial Vehicle or Open Truck	700
4	Schedule –IV	Taurus	1200
5	Schedule – V	Trailer	2000
6	Schedule - VI	1-1.5 Ton Capacity Van with cabin crew	1000
7	Schedule - VII	3-4 Ton Capacity Van	1000

- a) *If there is a delay in arranging/Non supply of vehicles within the time frame (Ref. Clause 11) on receipt of requisition from BHEL Officials, penalty as indicated above shall be applicable. (However, penalty cannot be levied if prior permission is obtained from Contract Executing officer).*
- b) *In case the transporter is unable to deliver the goods within 48 hours for schedule I-V and 24 Hours for Schedule VI & VII from the receipt of the materials due to any reason, penalty as indicated above shall be applicable (However, the penalty is levied based on the recommendations of the contract executing officer).*

12 REPORTING OF VEHICLES/LIFTING OF MATERIALS

The vehicles should report at Sub contracting coordination cell at 7.00 AM positively on all working days as and when required.

13 LOADING/UNLOADING OF MATERIALS

Loading of the materials shall be done by BHEL and unloading by sub-contract companies at respective places.

14 LATCHING

Proper Latching of the materials on the vehicle is the responsibility of the transporter.

- a) Any damage to the materials will be recovered from the transporter.
- b) During latching of the materials, if any injury occurs to the driver/cleaner/helper or connected staff of the vehicle is at the risk of the transporter.

15 REQUIREMENTS FOR TRANSPORTATION OF CONSIGNMENTS

It is the responsibility of the transporter to check for correct quantity & weight as per the documents before lifting the materials (*Vehicle has to be weighed at BHEL weighbridge at K Gate*).

16 LR/GR:

The LR / GR issued shall be complete and there shall not be any corrections/over writings on it. Signature and seal of the consignor shall be obtained on the LR/GR itself. There shall be reference of BHEL, Ramachandrapuram, Hyderabad like Purchase Order/Work Order / Sale Order / Sub-Contract Order Number/GP number on the LR / GR Copy, in addition to the weight and dimensions particulars of the consignment. The individual item description i.e., Raw Materials, Castings, Forgings, Pipe Fittings, Components, Valves etc., shall be clearly indicated on LR / GRs (*It is the responsibility of the transporter to check the relevant documents before leaving BHEL*).

A copy of LR / GR shall be given to the consignor at the time of booking the materials and concerned supervisor/representative on behalf of transporter shall sign on the LR / GR.

17 LOSS IN TRANSIT/DAMAGES/ SHORTAGES

Insurance of the consignments though arranged by BHEL/suppliers/ sub-transporters / customers the same shall not absolve the transporter of any responsibility for safe and proper transportation of the goods to the destination or his liability to compensate for the damages/shortages/losses in respect of consignments transported by them.

- i. In case of accident in transit, transporters shall register FIR to nearest Police Station & Report the case within 24 Hours to BHEL, Hyderabad-32 for further action.

- ii. Transporters will obtain on LR/GR, the shortage/damages clearly in specific numbers and not in general terms from the consignee.
- 17.1 The weight, measurement and description of Goods/Materials mentioned in the LR/GP/Challans/Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier shall besides other documents be the basis for assessing the loss in transit and for recovery of damages compensation thereof. The transporters shall be responsible for any discrepancies found at destination, in respect of weight, measurements, quantities and soundness of the materials/Goods/Consignments. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporters have pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR / GR.
- 17.2 In case of any shortages/damages whatsoever, besides not paying the freight charges on such consignments, the value of the materials short received/delivered or damaged will also be recovered from the transporter. In case of damages/shortages to consignments, the transporter shall arrange for Open Delivery Certificate.
- 17.3 **Open Delivery Certificate shall be issued by the transporter or his representative preferably at the time of delivery of consignments or within eight days after delivery**, failing which, loss incurred due to short delivery/delivery of consignment in damaged condition shall totally be recovered from the transporter without further notice.
However, issue of Open Delivery Certificate/Non Delivery Certificate doesn't absolve the responsibility of the transporter of safe delivery of the consignments handed over to them by BHEL/ Sub-Contract Companies/Sub Contract Vendors.

18 UN-DELIVERED CONSIGNMENTS

- (i) If the consignments remain undelivered/uncollected beyond 2 days, the transporter shall serve registered notice on consignor and consignee along with available reference of Bharat Heavy Electricals Limited, like Purchase Order /Sub-Contract Order/SMIV/PPMIV No etc.
- (ii) In case of consignments dispatched to sub contract companies/vendors not taken delivery by the Consignee, within 2 days of arrival at consignee station (on intimation to consignee and Bharat Heavy Electricals Limited), the consignment may be brought back to Bharat Heavy Electricals Limited, Hyderabad-502 032 and the freight charges to and fro will be paid, by Bharat Heavy Electricals Limited in addition to storage charges (if any) beyond 2 days. The consignments shall be brought back only after specific request from competent authority in BHEL, Hyderabad.

19 TRANSSHIPMENT

Transshipment of goods enroute from one vehicle to the other is not allowed. The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any transshipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior approval of Contract Executing Officer, furnishing the reasons for transshipment. Freight charges shall be made after condonation for recorded reasons. Otherwise no payment will be made in case of un-authorized transshipment.

20 DELIVERY OF CONSIGNMENT

It is the responsibility of the transporter to obtain proper acknowledgement on the Lorry Receipt / Goods Receipt with the seal of the consignee when materials are delivered. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of materials consigned, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignment not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of the materials.

21 DOCUMENTS TO CONSIGNEE

The transporter shall also be responsible to deliver the related documents like PPMIVs, SMIVs, TCs, Drawings and Packing Lists/Loading Advices/Delivery Document Shipment Document / Lorry Receipt or Goods Receipt, etc., given by the BHEL/Sub-Contractors to the consignee.

22 ESCORT

The transporters shall allow any representative of BHEL to travel, as an Escort free of cost as and when required by company, in transporter's vehicle (material loaded).

23 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/agency i.e., Subcontracting of the work either in full or in part is not allowed. However, hiring of vehicles and services from other agencies/transporters is permitted (*with prior permission of BHEL officials*). Violation shall lead to forfeiture of Security Deposit and finally termination of the contract.

24 HAZARDOUS MATERIALS / CHEMICALS TRANSPORTATION

While transporting hazardous chemicals, Transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1988 and subsequent amendments and take adequate measure for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract.

- a) Following main provisions made in the MV ACT 1989 relating to "TRANSPORTATION OF VARIOUS GOODS is to be complied with, while transporting hazardous goods by road.

25 POST TECHNICAL AUDIT

The company reserves the right to carry out the post audit of the payments made and work carried out and scrutinise all supporting vouchers, and documents and enforce recovery of any sum becoming due to the company.

26 DETENTION CHARGES

- a) Detention charges shall be paid extra if the vehicles are not loaded in time i.e., within 48 hours for schedule I –V & 24 hours for Schedule VI-VII vehicles and subject to reporting of vehicles before 7.00 Hrs on any working day. If the vehicles report after 9.00 Hrs. the date of report shall be taken as the next working day for the purpose of payment of detention charges. Detention charges will be paid as follows:

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>Penalty Rate per day</i>
1	Schedule – I	Auto/Van	100
2	Schedule – II	Light Commercial Vehicle	400
3	Schedule – III	Heavy Commercial Vehicle or Open Truck	700
4	Schedule –IV	Taurus	1200
5	Schedule – V	Trailer	2000
6	Schedule - VI	1-1.5 Ton Capacity Van with cabin crew	1000
7	Schedule - VII	3-4 Ton Capacity Van	1000

Detention charges shall be paid on certification of Head of CMM/Stores (in case of detention at BHEL, R.C.Puram) recording the reasons thereof. However, no detention charges will be payable if the vehicles report on **Sundays & General Holidays**.

- b) Detention charges shall be paid extra if the vehicles are not unloaded in time i.e., within 48 hours for schedule I –V & 24 hours for Schedule VI-VII from the time of arrival at sub contract companies/works. For claiming detention at sub contract companies/works transporter should submit any one of the following supporting documents:
- (i) Acknowledgement from Sub Contract Companies/vendors in-charge regarding date and time of reporting including vehicle No.

- (ii) Fax message sent to BHEL / Transport carrier regarding date and time of reporting including vehicle No.
- (iii) E-Mail from transport carrier regarding date and time of reporting with vehicle No. The same will be accepted only on confirmation from Subcontract Vendor/Companies.

27 FREIGHT CHARGES

The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statistical charges, Loading and Unloading enroute etc., except GST and no extra claim whatsoever shall arise on any account over and above the accepted rates during the period of contract will be entertained.

For all the consignments transported on account of BHEL, the freight shall be charged as per the agreed rates between BHEL and Transporter. Specific mention shall be made on the LR / GRs at the booking point itself by the transporter that the consignment is transported "On account of BHEL, Hyderabad".

In case of schedules VI & VII, the basic Km run/month per vehicle shall be 2000 Km and payment shall be as per the rates agreed by BHEL and transporters.

28 SUBMISSION OF FREIGHT BILLS:

- (i) Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited for the different schedules. Payment of freight bills shall normally be made within 30 days of presentation.
- (ii) The transporter shall submit the freight bills in totality, i.e., freight and other charges (as applicable), if any, within 30 days from the date of delivery/ acknowledgement of the consignment, to Contract executing officer for processing of bills. Payment of bills for delayed submission beyond 60 days shall be at the discretion of Contract Executing Officer after due explanation is given by the carrier.
- (iii) The following documents/ particulars shall accompany the bill.
 - a) BHEL, Hyderabad Purchase Order/Sub-Contract Order/GP No./SMIV/PPMIV reference.
 - b) Name of the Consignee.
 - c) Description of materials.
 - d) LR / GR No. & Date.
 - e) Date of Delivery at destination.
 - f) Km's driven in case of schedules VI & VII
- (iv) Copy of LR / GR with consignee's clear acknowledgement and seal indicating the date of delivery shall be submitted along with the bill. The LR / GR copy should confirm to all the requirements of MV Act.
- (v) LR/Docket issued should bear printed serial Nos. and it should be clear and legible. Freight bills with acknowledgement from the consignee with rubber stamp for having received the material in good condition shall be submitted to Contract executing officer, BHEL, Hyderabad. Freight bills without proper acknowledgement are not eligible for payment.

- (vi) A copy of LR/Docket should be given to the consignor at the time of booking the material and a responsible person on behalf of the transporter should sign on the LR/Docket.
- (vii) The LR/Docket issued at booking stations should be complete and there should be no corrections/over writing on it. In case of any over writing/corrections signature and seal of the consignor should be affixed on the LR/Docket itself, failing which the documents will not be considered.
- (viii) The weight, measurements and description of the goods mentioned in the BHEL, Hyderabad GATEPASS/SMIV/PPMIV/Weighment Slip/Challan/Delivery Document copy of the company or the Subcontract vendor shall besides other documents be the basis for assessing the loss in transit and for recovery of damages/compensation. Therefore, the transporter shall be responsible for any discrepancies found at destinations in respect of weight/measurements/ quantities and soundness of the consignments. The transporter shall also be responsible for checking the packing conditions of the consignments before taking possession of the same for transportation. Once the material is accepted for transportation by the transporter, unless the transporter has pointed out any defects whatsoever at the time of taking possession from the consignor and record the same on the LR, they will be deemed to have been handed over by the consignor in good condition.
- (ix) In all cases of consignments transported through schedules I -V, weighment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the above weighment limited to amount claimed. A certification from Contract executing officer is required wherever there is a problem in getting the weighment slips. In cases of any variation in the weights indicated on the GP/SMIV/PPMIV/LR/GR/ and BHEL's weigh bridge slip, the freight payment will be made as per BHEL's weigh bridge slip only. In exceptional cases weighment will be taken as per LR weight on case to case basis with the approval of Head of CMM, BHEL.
- (x) The transporter shall give a Quarterly statement at the end of June, September, December and March of every financial year to BHEL Hyderabad regarding pending payments with BHEL, Hyderabad.

29 BILLING & PAYMENT:

Payments shall be made normally within 30 days from the date of submission of Bills in a prescribed format with the clear acknowledgement with seal from consignee. Subject to clear documentation all payments shall be made in the name of Transporter by National Electronic Fund Transfer (NEFT).

30 CLAIMS

In case of claims the transporter shall issue Certificate of facts to enable the Consignee/Consignor to take up the matter suitably with the under-writers for claiming necessary Insurance.

31 EXTENSION OF CONTRACT

One or more extensions of the contract may be done with mutual agreement between BHEL, Hyderabad and the approved transporters, subject to a maximum extension period of **3 months**. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

32 SECURITY RULES & REGULATIONS AT BHEL

- a) The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL/Sub-Transporter/Customer/Site Offices. In addition, they should also observe rules and regulations of consignee / consignor. The transporter shall also ensure compliance with all statutory environmental regulations.
- b) The transporter shall ensure that all employees/persons engaged/authorized 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.
- c) Transporter shall ensure valid R.C.Book and other relevant documents for the vehicles. Transporter shall also ensure vehicle driver shall carry original relevant Driving License for verification by the Security, which is statutory requirement.

33 TRAFFIC REGULATIONS & REQUIREMENTS

- a) It is the responsibility of the transporter to provide at his cost the required personnel for running the vehicles and shall ensure providing of vehicles of suitable size, capacity and quality, keeping in view of the Government regulations and in accordance with Motor Vehicle Act **1988** with latest amendments from time to time and for safety of transportation of the consignments to the destination.
- b) All applicable documents including licenses or any other relevant authorisation from competent authority as required for running the vehicles as per Indian Motor Vehicle Act shall be obtained by the transporter at his own cost. BHEL, shall not have any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the transporter's responsibility. The transporter shall be solely responsible for any mishap such as accident, fire etc., enroute and consequences thereof, including legal consequences if any. The transporter shall be responsible for delivery in good condition of consignments booked through them.

34 RISK PURCHASE

In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non-lifting of material(s) as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost shall be recovered from the default Tenderer.

The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.

If the transporter fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the transporter and the company reserve the right to take appropriate action against the defaulted transporter.

35 SAFETY & INSURANCE

- 35.1 The Transporter is responsible for safe delivery of the material at the destination. BHEL will have the right of subrogation in case of loss / damage caused to the material being transported by the transporter. The transporter shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the transporter or his employees in accordance with appropriate statutory requirements. If due to transporters carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/BHEL property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the transporter.
- 35.2 The Transporter is responsible for safe delivery of the material at the destination. In case of damage / loss of material during transit, the transporter will be held responsible and compensate for any loss (Because of any mishap, accident enroute and consequences thereof including legal complications, if any).
- 35.3 All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the transporter & used as per requirement.
- 35.4 Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the transporter's risk & cost.
- 35.5 Violation of applicable safety, health & environment related norms, a penalty of 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- 35.6 Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.

35.7 In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00(Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.

35.8 In case of accident the transporter or his authorized representative shall arrange to submit the following:

- i) A copy of FIR lodged in police station of area concerned.
- ii) All accidents at any point shall be reported within 24 hours to BHEL in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- iii) Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. 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 officials Shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the transporters responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of 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 and all loss shall be recovered from the transporter.

35.9 ***Vehicles***

Suitable vehicles are to be used for the carrying materials & should have valid documents and must be produced on demand by BHEL Security Staff.

35.10 ***Movement of vehicles***

- i) The vehicle should not travel at more than 20 km/hr in BHEL Premises.
- ii) The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- iii) In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- iv) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

35.11 ***Loading/Un-Loading***

- i) The loose pieces shall be bundled before loading on the truck by the consignor.
- ii) While loading/unloading proper slinging practice should be followed.

- iii) The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded/un-loaded. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangways.
- iv) When reverse operations are undertaken adequate helpers should be engaged to control the movement.

35.12 Responsibility

- i) To protect the consignments from rains in warranting situations, transporters shall ensure tarpaulin covers to the consignments.
- ii) Compliance of all the safety precautions and other instructions required in road transportation e.g. flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- iii) Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporter.
- iv) The company will not be in any way responsible for any injury of whatsoever nature, loss of life or any other loss caused to the transporter workmen during the course of such loading/unloading work. The transporter will have to ensure compliance with the statutory regulations for vehicles.
- v) BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons whatsoever.
- vi) The transporters have to maintain their vehicles in good running condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV Act and subsequent amendments.
- vii) Security, Safety and Environmental Management Systems (EMS) and other Rules & Regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

36 STATUTORY REQUIREMENTS

- a) **All statutory duties, taxes existing on date of submission of tender bids have to be considered for submission of price bids. However, any changes in the taxes and duties by Central / State Governments will be considered for reimbursement on case to case basis.**

- b) Transporter shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Transporter wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL as and when required.
- d) Transporter shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL as and when demanded.
- e) **Penalty/Levies for noncompliance of any applicable Act viz. MV Act etc., existing in the respective States will be to the account of transporter and the same will not be reimbursed.**

37 TAXES & DUTIES - GST CLAUSES

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- j) Penalty clause: 0.50 % of the value of work or part thereof will be levied for every week delay in Initial deployment of requisite manpower from the date of issue of LOI/Commencement of work. Penalty amount so determined along with applicable GST thereon shall be recovered.
- k) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO,

Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

- l) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

38 SPECIAL NOTE:

- a) In case any one of the condition relating to dimension / weight is not within a particular category, then in such case next higher category of vehicle shall be deployed and accordingly payment will be made.
- b) Transporter should carry the consignment complying with the applicable provisions of relevant MV Act/State Act. No payment on account of violation of MV Act/State Act will be payable except as mentioned in the Tender document.
- c) In case the transporter transports the consignments other than the sectors/schedules awarded to him for any reason, he shall be bound by the rates, terms and conditions of the applicable schedule under this contract only. The freight charges shall be paid accordingly as per the contract.
- d) Transporter should deploy vehicles of same schedule vehicle as indented.
- e) In case if, the transporter is unable to deploy the vehicle as indented, the transporter can provide a vehicle of higher Schedule. However, payment will be made for the schedule of vehicle as indented.
- f) Transporter can quote for any schedule if agency meets the prequalification criterial of the said schedule.
- g) Agreement for each schedule will be done separately based on L1 basis.

39 NUMBER OF TRANSPORTERS REQUIRED AS PER SCHEDULE IS AS FOLLOWS

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>No. of Transporters</i>
1	Schedule – I	Auto/Van	1
2	Schedule – II	Light Commercial Vehicle	1
3	Schedule – III	Heavy Commercial Vehicle or Open Truck	1
4	Schedule –IV	Taurus	1
5	Schedule – V	Trailer	1
6	Schedule - VI	1-1.5 Ton Capacity Van with cabin crew	1
7	Schedule - VII	3-4 Ton Capacity Van	1

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

Annexure-I

Certificate by Chartered Accountant on letter head

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

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 via its notification No. S.O. 1722 (E) dated October 5, 2006 :)
Rs.Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act.2006.)
Rs..... Lacs

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

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

41 ARBITRATION & CONCILITION

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof

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

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory or enactments thereof and the rules made thereunder and for the time being in shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy.

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

Subject to the arbitration in terms of clause _ above, the courts at Sangareddy/Hyderabad shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

Annexure C**1. CATEGORY OF VEHICLES: Consignments meeting any of the criteria**

S. No.	Schedule	Type of Vehicle	Length (Mts.)	Width (Mts.)	Height (Mts.)	Weight (MT)
1	Sch - I	Auto/Van	It Should be a 4 Wheeler, Minimum & Maximum weight to be carried is 500 & 1500 Kg respectively			
2	Sch - II	Light Commercial Vehicle	Upto 4.5	Upto 1.8	Upto 2.0	3.5 to 5
3	Sch - III	Heavy Commercial Vehicle	Upto 6.0	Upto 2.0	Upto 2.0	> 5 to 8
		Open Truck	Upto 6.0	Upto 2.5	Upto 2.5	> 5 to 8
4	Sch -IV	Taurus	> 6.0 to 7.0	Upto 2.2	Upto 2.5	> 8 to 15
5	Sch - V	Trailer	> 7.0 to 12.0	> 2.2 to 3.6	> 2.5 to 3.6	> 15 to 24
6	Sch - VI	1-1.5 Ton Capacity Van with cabin crew	It Should be a 4 Wheeler, Minimum & Maximum weight to be carried is 1000 & 1500 Kg respectively			
7	Sch - VII	3-4 Ton Capacity Van	Minimum & Maximum weight to be carried is 3000 & 4000 Kg respectively			

Annexure-D

Bid-Securing Declaration Form

To,
Dy. Manager/CMM-Sub Contract Stores,
BHEL, R C Puram.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of **two years** from the date of notification, if I am /we are in breach of any obligation(s) under the bid conditions, because I/we:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid-Securing Declaration shall expire if I am/we are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) **thirty days** after the expiration of my/our Bid.

Signature of tenderer

Date:

Place:

CHECK LIST FOR TECHNO-COMMERCIAL BID

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE : _____

NAME OF THE PERSON TO BE CONTACTED:

TELEPHONE NO. (OFFICE) : _____

(RESIDENCE) : _____

MOBILE : _____

FAX NO. : _____

e-Mail : _____

PAN : _____

01.00	Status of the firm (Please tick in the appropriate box)	
01.01	Public Limited Company	
01.02	Private Limited Company	
01.03	Partnership firm	
01.04	Proprietary Firm (Single ownership)	
01.05	Others	
02.00	PAN No.	
03.00	Service tax registration No. GST REGISTRATION NUMBER	
03.01	State in which registered	

03.02	Type of GST Registration : Composite or Regular (Indicate Composite or Regular)	
03.03	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
04.00	Place from where the services are rendered	
05.00	Banker's Name & Address	
06.00	Bank A/C No. & Branch	
07.00	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08.00	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex.2017-18, 2018-19 & 2019-20	
09.00	Details of tender document cost (DD / EFT number.) (DD has to be enclosed along with Technical bid).	Amount : DD No : DD date : Bank : Branch :
10.00	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) (a) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: 1. Awardal Copy 2. Agreement Copy 3. TDS/Form 26AS Otherwise bid will be liable for rejection.	
11.00	Copy of Power of Attorney / Partnership Deed (If Applicable)	
12.00	Memorandum of Articles of the Company/valid Registered Partnership Deed where ever applicable duly attested by Notary.	
13.00	Copy of Income Tax proof having submitted the returns for Financial year	
13.01	2017-18	
13.02	2018-19	
13.03	2019-20	

14.00	Turn over (Rs. In crores) for the financial years (duly audited / certified by a Practitioner Chartered Accountant registered with Institute of Chartered Accountants of India)	
14.01	2017-18	
14.02	2018-19	
14.03	2019-20	
15.00	Whether quoted for	
15.01	Schedule – I	
15.02	Schedule – II	
15.03	Schedule – III	
15.04	Schedule – IV	
15.05	Schedule – V	
15.06	Schedule – VI	
15.07	Schedule – VII	
16.00	Confirm whether the duties and taxes existing on this day of submission are considered while submitting the tender.	
17.00	Confirm acceptance of owing responsibility for penalty/levies, due to non-compliance of any applicable Act Viz. MV Act. Existing in the respective state.	

This is to certify that we shall abide by the terms and conditions of Tender No. 3: HY/CMM STORES/SC-T/2021-23, Dt: 28.02.2021

This is to certify that we have not been suspended or black listed by any BHEL unit.

PART B

PRICE BID

Tender No. 3 : HY/CMM-STORES/SC-T/2021-23, Dt: 28.02.2021

Nature of Work : Transportation of Raw Material to Sub-Contract companies (Local Trips)
for the Year 2021-23.

<i>S. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>No. of Trips</i>	<i>Estimated Rate/Trip</i>	<i>Estimated Amount (Rs.)</i>
1	Schedule – I	Auto/Van	350	1600	560000
2	Schedule – II	Light Commercial Vehicle	270	3460	934200
3	Schedule – III	Heavy Commercial vehicle or Open Truck	400	4750	1900000
4	Schedule –IV	Taurus	130	5555	722150
5	Schedule – V	Trailer	150	8000	1200000

<i>S. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>No. of Months</i>	<i>Estimated Rate/Month</i>	<i>Estimated Amount (Rs.)</i>
6	Schedule - VI	1-1.5 Ton Capacity Van with cabin crew	24	38000	912000
7	Schedule - VII	3-4 Ton Capacity Van	24	48500	1164000

S. No.	Schedule	TENDER % on Estimated Amount	In figures	In Words
1	Sch - I	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
2	Sch - II	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
3	Sch - III	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
4	Sch - IV	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
5	Sch - V	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
6	Sch - VI	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		
7	Sch - VII	EXCESS (+)		
		LESS (-)		
		AT PAR (0)		

CONDITIONS:

1. The tenderers are required to quote their percentage of excess/less/at par in figures and words over the Estimated Amount (The percentage will be considered upto 2 decimal points only).
2. The estimate is excluding of GST, which will be paid extra with submission of documentary evidence.

3. The quantities shown above are approximate and liable for variation. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The transporter is bound to execute the work in the period of contract on the same terms and conditions without any demur.
4. Evaluation of the L-1 offer shall be computed schedule wise lowest cost to BHEL.
5. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
6. For Example:
 - a) If the L1 quoted percentage is **+1.20%** (*Excess*) for schedule- I, then the estimated amount for Schedule-I will be Rs. 5,66,720/-
 - b) If the L1 quoted percentage is **-1.20%** (*Less*) for schedule- I, then the estimated amount for Schedule-II will be Rs. 5,53,280/-
 - c) If the L1 quoted percentage is **0.00%** (*At Par*) for schedule- I, then the estimated amount for Schedule-III will be Rs. 5,60,000/-
7. If there is a discrepancy between words and figures, the amount in words shall prevail.
8. **Any changes in the taxes and duties by Central / State Governments shall be considered for reimbursement on case to case basis.**
9. Transporters if not quoting for any of the schedules may kindly cross the schedule for which they are not quoting.