



BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
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NOTICE INVITING TENDER

TENDER NO.: HERP/WCM/TRC-PART/2023-25

Date: 11/10/2023

SUB: TENDER DOCUMENT (TWO-PART BID) FOR PART LOAD TRANSPORT CONTRACT

1. Tender Bids are invited from Bidders / Contractors / Transporters for award of Transport Rate Contract for the work of transportation of incoming & outgoing materials for a period of **two years from the date of agreement** for Part Load. The words Bidders, Contractors and Transporters have same meaning with reference to this tender. The bid will be in two parts as under: -

1.1. Part I – Techno Commercial Bid

1.2. Part II - Price Bid.

Documents / Bids of contractors will be evaluated in sequence of Part I and Part II. Price Bid of only those transporters / bidders will be opened whose techno-commercial bids are found suitable.

2. BHEL will float said enquiry on GeM portal www.gem.gov.in. Bidders can download Tender Documents from there and submit their bids on same portal. Tender Documents can also be downloaded from the website www.bhelherp.com and www.bhel.com. However, bids can be submitted only on www.gem.gov.in against said enquiry. Hard Copy of bids will not be accepted. There is no Tender Cost for subject enquiry.

3. **Scope of work, approximate total value of work and EMD is indicated below:**

| Sl. No. | Tender No. | Scope of Work |
|---------|----------------------------------|--|
| 1. | HERP/WCM/TRC-PART/2023-25 | This Contract will cover part load transportation of consignments to all destinations in India anywhere to anywhere such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. |

Tentative volume of business will be in range of Rs. 1.7 to 1.9 Crore.

Earnest Money: Rs 2,00,000/- (Rs Two Lakhs Only). Earnest money deposit of unsuccessful offers would be returned within 15 days after award of contract to successful bidder. Earnest money deposit of successful bidder would be converted as Security Deposit.

A. The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

| | |
|--------------|--|
| Name of Bank | State Bank of India |
| IFSC Code | SBIN0000201 |
| Account No. | 011103264820 |
| Branch Code | 0201 |
| Address | State Bank of India, Main Branch Kachaheri, Varanasi |
| PAN No | AAACB4146P |
| GST No | 09AAACB4146P2ZC |

(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

(iv) 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 Varanasi**) (along with offer).

(v) Insurance Surety Bonds (along with offer).

Original copy of the same must be sent to below mentioned address and duplicate copy must be submitted along with tender documents.

Office Address: AGM/ (Purchase, Store and WCM), BHEL-HERP, Tarna Shivpur, Varanasi, PIN-221003 (UP).

B. Micro and Small Enterprises (MSEs) are exempted from depositing EMD. However, MSEs will have to submit Valid UDYAM Certificate in support of their MSE status.

C. Without EMD or valid UDYAM certificate, tenders will be rejected in line with BHEL Works Policy.

D. All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on GeM portal only and will not be published in any other media. Bidders should regularly visit GeM portal to keep themselves updated.

E. Bidders to note that this is an e-tender and bidders have to submit this only through GeM portal only. No hard copies of tender shall be accepted.

F. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.

G. If any document submitted by the Bidder is found false at any stage, the bid/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor

H. Cost of Tender Document: NIL

Bill of Quantity with percentage value of each category: -

| Group | Distance | Description | Category | BOQ (MT x KM) | % Freight value of each categories |
|------------|--|---|--------------|------------------|------------------------------------|
| M04 | Part loads for distance upto 500 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | P-I | 2,07,857 | 17.268% |
| | Part loads for distance from 501 KM up to 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | P-II | 7,29,098 | 43.197% |
| | Part loads for distance above 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | P-III | 6,90,754 | 39.535% |
| | | | Total | 16,27,709 | |

4. SUBMISSION AND OPENING OF TENDER -

The bidder has to submit tender documents in two parts, Part – I will be Techno Commercial Bid and Part II will be Price Bid. **Last date for tender submission is 19.10.2023, 2.00 PM. Tender Opening Date is 19.10.2023, 02:30 PM.**

5. BHEL reserves the right to open/accept/reject/cancel/negotiate without assigning any reason thereof.

6. Scope of Work - This Contract will cover part load transportation of consignments to all destinations in India from anywhere to anywhere such as Machinery, Machined Items, Raw Materials, Fabricated items, Spares, Consumables, Castings, Forgings, Semi finished items, Components, Hardware items, Sundries, Scrap etc.

7. The Tender Documents from contractor / bidder / transporter will consist of:

- a) Part-I: Required documents, Filled and Signed Tender Document, Filled Contractor Registration Form (if bidder is not registered with any unit of BHEL).
- b) Part - II: Price Bid

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PART-I
Techno Commercial Bid

1. PRE-QUALIFYING CRITERIA (POC)

The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this rate contract:

| CRITERIA | MINIMUM REQUIREMENT |
|---|---|
| Turn-over from business of Plying Transport Vehicles | Rs 56,59,000/- (minimum) average in last three financial years i.e. 2020-21, 2021-22 and 2022-23. |
| Experience | Experience of having successfully completed similar work awarded at any Government Organization, Government undertaking / enterprises in last 7 years as on 30.09.2023 as per details mentioned hereunder: Three completed works having total award value of each contract not less than Rs 71,85,964/- plus taxes extra. Or Two completed works having total award value of each contract not less than Rs 89,82,455/- plus taxes extra. Or One completed work having award value not less than Rs 1,43,71,928/- plus taxes extra. Here "Similar Work" means "Contract for safe transportation of consignments such as Machinery, Machine Parts, Raw materials, Fabricated items, Scrap, Spares, Castings, Forgings, Component, Hardware Items, Sundries etc. in Trucks, Open Body Trucks and Trailers etc". |
| IBA approval | Valid on the date of tender opening. It shall also be ensured that the same is available throughout the contract and if not, rate contract will be cancelled. |
| Branch Offices and godowns | 1. At least 1 Branch office and 1 Godown in Varanasi (UP) OR nearby area (within 50 Km from BHEL HERP Varanasi). 2. At least 2 Branch Offices each in minimum 10 of the following States:- Andhra Pradesh, Bihar, Chhattisgarh, Delhi, Gujarat, Haryana, Karnataka, Kerala, MP, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Naidu, Telangana, Uttar Pradesh, West Bengal, Uttarakhand and Jharkhand. |
| Undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarised. | The certificate / affidavit must declare that – 1. Contractor / Transporter is not having any pending legal case with any unit / site of BHEL. 2. Contractor / Transporter has not been put on hold / suspended / delisted / banned / black listed by any BHEL Unit/site. 3. Contractor / Transporter has not been booked by CBI and / or charged by a court of law in any criminal case relating to transportation. |
| EMD | EMD of value Rs. 2,00,000/- or valid UDYAM Certificate for exemption of EMD |

2. Documents Required

Bidders are required to submit following documents in Techno Commercial Bid:

- 1) Filled and Signed Check List as per Annexure F.
- 2) Self-Attested Copies of Audited Annual Account i.e. Balance Sheet and Trading / Profit & Loss

Account for the financial years 2020-21, 2021-22 and 2022-23 (with UDIN No.) will be required. If account statements are not required to be audited, then CA certified Turnover certificate with UDIN will be submitted by bidders.

- 3) Experience certificate: Copy of work order and Completion Certificate / Commissioning certificate / MOM (confirming completion or Commissioning of work) / handing over certificate from Bidder's customer for similar works shall be submitted by bidder in Techno-commercial bid. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing authority is to be submitted by the Bidder in Techno-commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).
- 4) Self-Attested copy of approval of Indian Banks Association (IBA) for last three years continuously, including current year.
- 5) Complete detail - Address, GST No., Phone number, Cell No., E-mail address and name of person-incharge is to be provided for each Branch Office.
Eligibility criteria are meant only for 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.
- 6) Undertaking in the form of an affidavit on non- judicial stamp paper valued Rs.100/- and duly notarised.
- 7) Proof / Receipt of having deposited Earnest Money. MSEs will have to submit valid UDYAM Certificate for exemption from paying EMD.
- 8) All pages of Tender Documents signed and stamped by bidder as token of acceptance of all terms and conditions of tender.
- 9) Contractor Registration Form dully filled and signed (if not registered with any unit/site of BHEL) along with the Tender Document. If contractor is registered vendor of any BHEL Unit / Site, the Certificates from BHEL Unit / Site where bidder is an approved transporter on the date of submission of tender or attested copy of Contract Agreement may be submitted.
- 10) Self-attested copy of ISO certificate - in case bidder is an ISO certified company.
- 11) Address of Web site- In case bidder has Web based tracking/movement/delivery reporting system.
- 12) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- 13) Details/particulars of partners /proprietors/directors of bidders /group concerns or affiliates etc. including details of DAN (in case of directors) and PAN numbers (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
- 14) A copy of the partnership deed or a copy of Power of Attorney attested by a Notary as required in clause 3.4 of Annexure A.
- 15) Declaration from contractor declaring / disclosing following facts:
 - a) They have quoted rates for all category based on percentage weightage allotted for each category for total bill of quantity and their quoted rates are valid for total bill of quantity as given in Annexure-'D'.
 - b) They have gone through and have understood the transporter performance evaluation system Annexure- 'G1' & 'G2'.
 - c) They have read and understood all the conditions of the Tender Documents and agree to them in all respects.
 - d) They have placed all documents as per requirement of Tender in Techno Commercial Bid.
 - e) The bidder has quoted "Price" in "on GeM Portal only" and not provided prices anywhere else in document. Bidder to go through the Price bid calculation sheet provided on GeM portal and in tender document.
 - f) The bidder has branch office(s) & godowns in Varanasi and nearby area with complete address of each.

- g) Confirmation that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/proprietor of bidder /such group concern or affiliate are involved with such firm /company.
- h) Confirmation that other than the bidder, none of its group concern or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner (s)/common Director(s).
- i) Confirmation that they will take part in reverse auction. , and in no case rate/value quoted as L-1 at the time of reverse auction shall be higher than the rate/value quoted on the GeM portal.

Note: Bidders are advised to place all documents required as in same order as mentioned above.

3. Rejection / Disqualification

- 1) Bids of transporter / contractor who does not submit all required documents will be rejected.
- 2) The documents submitted by transporter may be verified. For this, transporter will provide original documents as and when required by BHEL. If transporter is unable to provide authentic document as demanded by BHEL, the bid of said transporter will be rejected.
- 3) Following conditions, which comes to notice of BHEL at any time, will attract rejection of bid /disqualification of contractor from tendering process / termination of contract / any other legal action as per BHEL's guidelines including suspension of business dealing and forfeiture of EMD, without any compensation to the bidder, as the case may be:
 - a) Contractor / Transporter is having any pending legal case with any unit / site of BHEL.
 - b) Contractor / Transporter has been put on hold / suspended / delisted / banned / black listed by any BHEL Unit/site.
 - c) Contractor / Transporter has been booked by CBI and / or charged by a court of law in any criminal case relating to transportation.
 - d) The statement made by the bidder in the affidavit cum undertaking is false.
 - e) Any document submitted by the bidder is forged for deliberately misleading BHEL.

4. Techno Commercial Bid Annexures

Techno Commercial Bid will contains following Annexures:

- | | | |
|--------------|---|---|
| Annexure "A" | - | Instructions and Guidelines to Tenderers. |
| Annexure "B" | - | General Terms & Conditions of the Tender. |
| Annexure "C" | - | Special Terms & Conditions of the Tender. |
| Annexure "D" | - | Bill of Quantity / Schedule of rates (Unpriced) (Four sheets). |
| Annexure "E" | - | Proforma for submission of freight bills. |
| Annexure "F" | - | Check list. |
| Annexure "G" | - | Performance Evaluation & Roster system (G1 & G2). |
| Annexure "H" | - | Schedule of distances. |
| Annexure "I" | - | List of Major sites. |
| Annexure "J" | - | List of Banks for Security Deposit through Bank Guarantee. |
| Annexure "K" | - | Proforma for Bank Guarantee Bond. |
| Annexure "L" | - | Detail list of branches / franchises. |
| Annexure "M" | - | Reverse Auction-Terms & Conditions. |

TENDER NO: HERP/WCM/TRC-PART/2023-25**INSTRUCTIONS & GUIDELINES TO BIDDERS****1. TENDER DOCUMENT**

Tender Document shall comprise of **Annexures A, B, C, D, E, F, G, H, I, J, K, L and M.**

2. SUBMISSION AND OPENING OF TENDER

Refer Clause 4 of NOTICE INVITING TENDER.

3. MISCELLANEOUS:

3.1) Bidder to quote their price (On Gem Portal Only) strictly as per BOQ considering all category of BOQ shown in the schedules **Annexure- "D"**. The Rates of per Metric Ton per Kilometer for each category will be derived as per formulae stipulated in Price Bid format. All entries in the Tender Documents should be clearly written in ink or typed. Erasing and overwriting is not permitted. All corrections/ cancellations/ insertions should be duly attested by the tenderer concerned.

3.2) While quoting their rates tenderers are advised to take into account all expenditure, charges, taxes (excluding GST) etc., which are incidental in deploying the vehicles during the operation of Transport Contract over two year or extension thereof. No claim, whatsoever, will be entertained because of such sundry expenses or any increases thereof that may come into existence after the acceptance of tender and or during the currency of the Contract.

3.3) The rates quoted in the tender shall remain valid, for the purpose of acceptance, for a period of 120 days from the date of opening of Technical Bid. Withdrawal of tender during the above period will entail forfeiture of full amount of Earnest Money deposited.

3.4) In case the tenderer is a Partnership firm under Partnership Act the tender must be signed by all the partners of the firm or by the Managing Partner who has powers to do so or by a person holding the power of attorney on behalf of Partnership firm. This also holds good for Private Limited Companies. A copy of the partnership deed or a copy of Power of Attorney attested by a Notary should accompany the tender. BHEL will not be bound by any other power of attorney granted or 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 thereby shall be chargeable to the concerned transporter.

3.5) "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Please refer Annexure-M for detailed RA guidelines.

3.6) Tenders not submitted on the prescribed form are liable to be rejected.

3.7) Before quoting for the work, the tenderers should ascertain the nature of the material and the shortest route along which material can be safely transported. BHEL will not pay any extra charges.

3.8) The successful transporters will continue to maintain office with Computer/E-Mail facility and suitable godown facility with handling facility at Varanasi.

3.9) BHEL RESERVES THE RIGHT:

3.9.1) To open/accept/ reject/ cancel / negotiate tender in totality without assigning any reason thereof.

3.9.2) Deleted.

3.9.3) To cancel / terminate the order/contract at any time during its currency without assigning any reasons what so ever.

3.9.4) To evaluate the price bids of transporters. The decisions of BHEL evaluation team will be final and binding on the transporter.

3.9.5) Deleted.

3.10) Deleted.

3.11) Deleted.

3.12) The successful tenderers whose tender is accepted for awarding the Contract shall enter into a Contract at their own cost on valid non -judicial stamp paper of Rs. 100/-. Successful tenderer shall also inform all their branches of the terms and conditions of this contract under intimation to BHEL, HERP, Varanasi to ensure strict compliance with the provisions of the Contract.

3.13) Canvassing in any form, in connection with the tender, is strictly prohibited and tender of such transporters will be rejected. In case of any information furnished by the tenderers being found incorrect before or after qualifying their tender/contract such tenders will be rejected /terminated.

4. ESTIMATED COST:

The estimated cost of total works for two-year period will be in range of Rs. 1.7 To 1.9 Crore tentatively.

5. EARNEST MONEY:

5.1) The bidder shall submit the required documents for proof of deposit of Earnest Money amount or Valid UDYAM certificate for exemption of EMD. The proof of payment will be submitted with Techno Commercial Bid.

5.2) Earnest Money shall be refunded to unsuccessful tenderer within 15 days after finalization of Contract. In case of successful tenderer, the Earnest Money will be adjusted towards the Security Deposit in respect of the tender and will be adjustable in accordance with the provisions relating to Security Deposit.

5.3) If a tenderer withdraws his offer after submission of his tender, or after acceptance of his tender fails to start the work in accordance with the instructions or, the Earnest Money deposited will be forfeited.

5.4) EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.

6. SECURITY DEPOSIT:

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 10% of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

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

- (i) Cash (as permissible under the extant Income Tax Act)
- (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- (iv) 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 Varanasi**)
- (v) 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)
- (vi) Insurance Surety Bonds

(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).

Collection of Security:

Full amount of required Security Deposit, will be deposited by bidder **before start of the work**. 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 by BHEL from payment/s due to the Contractor. 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.

The Security Deposit shall not carry any interest. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract, and signing a 'Contract Closure Statement' jointly with BHEL. Any bill submitted by transporter after signing of the 'Contract Closure Statement' will not be processed by BHEL.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

TENDER NO: HERP/WCM/TRC-PART/2023-25**GENERAL TERMS AND CONDITIONS FOR THE CONTRACT**

The under -noted terms and conditions (Annexure "B") together with **Annexures A to M** shall form part of the Contract between the TRANSPORTERS and Bharat Heavy Electricals Ltd. HERP, Varanasi (hereinafter referred to as BHEL) for the period of Contract or extension, if any. The provisions of this contract shall cover HERP unit of BHEL at Varanasi.

1. INFORMATION SYSTEM:

1.1) The Transporter shall keep close liaison with the In-charge of Shipping deptt of BHEL-HERP, Varanasi for carrying out the assigned works successfully. Similarly, such liaison shall be maintained by the transporter's Managers with leading suppliers of BHEL & BHEL's customers.

1.2) The Transporter shall give a periodic statement to In-charge of Shipping deptt regarding status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments pending for delivery. Transporters shall submit the delivery report of consignments of every month by 15th of next month for incoming and outgoing consignment to HERP, BHEL, Varanasi. The transporter shall also provide details of consignments/goods lying with them since more than one month and reason for same.

1.3) For sorting out operational and other problems between BHEL & Transporter, the transporter's representative will be in contact with concern BHEL executives.

1.4) Requisition for vehicle will be sent to transporter vide email or any other electronic communication. Transporter will enclose the said requisition along with Freight Bill, without which the bill will not be processed.

2. REQUIREMENTS OF PERFORMANCE:

2.1) Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type carry either a packing slip fixed on outside the package or Paint -written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship name, Bill of Lading/Air Way Bill No. etc. in case of import / export consignment should also be mentioned. Besides, Transporter's agent must ensure that he collects copy of Invoice/ T-Note/ Party Challan/ E-waybill and wherever applicable GST paying documents, i.e. second copy of Invoice, "DUPLICATE FOR TRANSPORTER" etc. and the same should move along with consignment. GST paying documents, i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice "Duplicate for Transporter" should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.

Where the consignor has furnished the Transporter the GST paying documents, i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores/ Sites, the responsibility for loss due to this shall rest with the transporter. Transporters have to make a careful note of this and ensure compliance of this condition without fail/ fault. The GST paying documents, i.e. 2nd copy of Invoice, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature. In no case BHEL will accept seasonal rate variations.

2.2) All dispatches to BHEL Varanasi must be door delivered at Central Plant Store BHEL, HERP, VARANASI. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for small consignments only. The transporters shall collect and deliver the consignments from BHEL/ Sites/ Suppliers or other notified places without any extra charges. However, door delivery & door collection charges shall be paid wherever applicable for small consignments as per Clause 15 of Annexure -"C".

Wherever, E-waybill is applicable, the transporter must ensure that the relevant E-waybill is properly generated by the supplier and the E-waybill No. must be mentioned on the GR/ LR, otherwise it may lead to seizure of goods by Sales Tax Authorities and imposition of heavy PENALTY. In case of such eventualities (like seizure of goods & imposition of penalty), all the responsibility of getting the goods/ consignments cleared from the Sales Tax Authorities lies with the transporter and they will have to bear all the expenses including the deposition of penalty.

2.3) Loading/ Unloading including crane facility, at consignor's / consignee's premises shall be the responsibility of the Consignor/ Consignee as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor / consignee.

2.4) All the R.T.O. permission or any other permission/ authorization from competent authority shall be obtained by the Transporter at his own cost. Any contingency arising in this respect shall be the responsibility of the Transporter. However, state E-waybills, wherever required, shall be made available by the consignor. Also the Transporter shall be responsible for any mishap, accident in route and consequences thereof including legal complications, if any. In case there is a Railway Crossing in route (Ex. Booking Station to Delivery Station) where there is overhead electric traction/transmission line and the transporter has to obtain the shutdown from Railways/Electric Transmission Authorities then transporter will be reimbursed the actual shutdown charges claimed by the Railways/ Authorities against documentary proof. However, the total responsibility of obtaining necessary permission and related expenses/work will be transporter's own responsibility for which no other payment will be made by BHEL. An additional grace period of Six days will be permitted for transportation running time (Ref. Clause 6.1 Annexure - "C") in such cases.

2.5) The Contract as entered into between BHEL and the transporter (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965 (as amended up to date).

2.6) The Transporter shall carry materials/ packages/ consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The Transporter shall take all due care of consignments while loading/unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, lights, pilots/ escorts etc. shall be the responsibility of the transporter.

2.7) The GR issued at the booking station should be complete and there should not be any cuttings/ overwriting on it. A copy of GR should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of Transporter should sign on the G.R. There should be reference of BHEL Purchase Order/ Sale Order/ Sub Contract Order on the G.R. copy in addition to the gross weight & dimensions of the consignment. The Transporter shall not, in any case, issue GR's to the suppliers/ consignor without taking physical possession of materials.

2.8) The weight, measurement and the description of goods/ materials mentioned in the challan/ packing lists of the suppliers shall be the basis for assessing the losses in transit and for recovery of damages/ compensation there from. The Transporter shall be responsible for any discrepancy found at the destinations in respect of the description of the weights/ goods/ consignments. The transporter shall also be responsible for checking the packing conditions of consignments and drums etc. before taking delivery of the same for transportation. Once the material is accepted by the transporter it shall be deemed to have been handed over by the consignor in good condition and proper packing. Unless otherwise pointed out on the GR at the time of taking delivery from the consignor at the loading point.

2.9) The Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry, exit and the movement inside the premises of BHEL. 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 misbehavior, reported by the concerned officer of BHEL, the transporter shall immediately withdraw such employee/ persons from the work.

2.10) All vehicles carrying materials to BHEL will be normally allowed to enter the Plant only between 8.00 AM to 02:30 PM on all working days. Normally vehicles will be unloaded/ loaded within 24 Hrs. or end of next working day, if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period, because of non-compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.

2.11) The transporter is responsible for safe transportation of the goods. Transporter shall be responsible for open delivery of the cases, externally damaged or in case of doubt of weight difference and shall give the shortage certificates. He shall be liable to make good such shortages/ damages. BHEL reserves the right to reject the material in total and claim 100% from the Transporter on account of damages/shortages. The cost so assessed by BHEL or their authorized representative shall be final. In case of any mishap to consignment during transportation, the transporter shall inform both the consignee and consignor immediately but not more than 48 hours about the complete details of this mishap and extent of loss/ damages.

2.12) BHEL shall insure the consignments wherever necessary with the underwriters/ Insurance Company. This shall, however, not absolve the transporter of any responsibility of safe and proper transportation of the goods to the proper destination and of his liability to compensate BHEL for the damages/shortages in respect of the consignments.

3) PAYMENTS:

3.1) The freight bills along with the proof of delivery for materials delivered will be presented to the concerned Division / Deptt. of BHEL i.e. Shipping within 15 days from the date of delivery of material at Varanasi and within One month in case of delivery at BHEL's sites / customers' places. GR wise freight bills will be submitted by transporter for freight payment. Multiple GRs in single date for same destination from one supplier will be avoided. Multiple GRs of same date from different party for same destination will be clubbed while making payment. However, door collection charges (for part load consignments) will be paid for different collection point.

3.2) Freight shall be payable to Transporter through EFT (Electronic Fund Transfer) endorsed in the name of the Transporter subject to compliance with all the conditions stated in the various Annexure. However, transporter shall issue money receipt (GR wise) for all the payments received by them within 15 days of getting payments.

3.3) Bills shall be submitted to the concerned department of BHEL, only twice in a month.

3.4) The transporters are expected to check payment condition in LR at the time of booking so that later on their bills do not remain pending.

3.5) Payment of freight bills shall normally be made within 30 days of presentation of the bills duly supported by properly acknowledged GR. The bill should be complete in all respect to the satisfaction of BHEL. The GRs should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in proforma attached at Annexure "E". Endorsement of vehicle No. on GR will not be insisted for part load consignments.

3.6) GST will be payable extra as per provisions of extant GST Act. GST @ 5% under Reverse Charge Mechanism (RCM) will be applied for evaluation of Tender, however Bidder may opt GST under Forward Charge Mechanism (FCM) or Reverse Charge Mechanism (RCM) during execution of contract.

4) PROHIBITION OF SUB-LETTING:

The Transporter is not allowed to pass the responsibilities connected with the transportation to another agency/ transporters. Under no circumstances, after entering into Contract, the tenderer would be permitted to arrange transport of consignments, entrusted to him, through another transporter except with the written permission of BHEL. However, hiring of vehicles and services from other agencies/ transporters is permitted but the onus of safe and timely transportation of the consignment rests with the tenderer. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and forfeiture of security deposit.

5. EXTENSION & TERMINATION OF CONTRACT:

5.1) The contract shall be valid normally for a period of two years from the date of award of contract. The contract could be considered for further extension for one year or part thereof on the same terms and conditions with mutual consent.

5.2) BHEL may enter into parallel Contract simultaneously with any other Contractor/ Transporter as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the Annexures.

5.3) BHEL reserves the right either to short close the contract or terminate the contract entered into with any or all of the transporters without assigning any reason by giving one-month notice by registered post / E-Mail / in person.

5.4) If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/ obligation in the contract, BHEL may, without prejudice to any other rights, terminate the Contract by giving one month notice in writing and recover from the transporter any damages suffered by it on account of the failure, negligence, refusal, violation or breach of the 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.

5.5) If a transporter is not found to be Bank approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the offer of work load shall be stopped immediately and the contract with him may be terminated.

6. LATE PLACEMENT CHARGES/ DAMAGES/ PENALTY AND RECOVERIES:

6.1) Vehicles as and when demanded by BHEL/ Venders/ Sub-Contractors/ Sites on BHEL's account with due prior requisitions vide email or any other electronic communication will have to be placed by the transporter. Transporters are required to place truck within one working day of "vehicle required date" and trailer within two working days of "vehicle required date" at Varanasi. For any other location, placement time for any type of vehicle is within three working days of "vehicle required date". A penalty of Rs. 1500/- (Rs. Fifteen Hundred only) for Trucks (Close/Open Body) per vehicle per Day and Rs. 2500/- (Rupees Two Thousand Five Hundred Only) for Trailers (All categories) per vehicle per day for each occasion will be levied on transporter for late placement of vehicle for each delayed days beyond permitted limit as above. However, maximum penalty on account of late placement of vehicle shall be limited to 40 % of the freight. But if such instances repeat three times in a period of six months, BHEL reserves the right to suspend the services of such transporter/transporters for a period to be decided by the Head of Stores as well as Commercial/ Shipping Deptt.

6.2) Alternate Arrangement – If a transporter does not lift material as per requisition given by BHEL, following modus operandi in sequence will be followed:

- a) If transporter does not lift consignment within Four days from Varanasi and Five days from other places, BHEL will have right to get the consignment lifted from any other transporter or courier service. No of days in this case will be counted from "Date of Vehicle Requirement".
- b) Any extra charges / loss incurred to BHEL dues to non-placement of vehicle will be recovered from transporter.
- c) Other than recovery in 6.2.b, a non-placement penalty of Rs 4500/- per vehicle will be imposed on transporter (ref clause 6.2.a above).

6.3) All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

7. ARBITRATION:

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. the conciliation proceedings with respect to a dispute as defined in the BHEL conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites www.bhelherp.com and www.bhel.com.
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- v. The Transporter shall continue to perform the contract, pending settlement of dispute(s).

8. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Varanasi, only shall have jurisdiction.

9. INDEMNITY:

The Transporter shall indemnify BHEL against all losses, claims etc. arising out of any of his acts or out of the acts of his servants or agents. In case of loss/ non-availability of Original Consignee Copy, a letter from BHEL/ Consignor should be sufficient to take delivery of consignment.

10. 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 authorize 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.

TENDER NO: HERP/WCM/TRC-PART/2023-25**SPECIAL TERMS AND CONDITIONS****1. SCOPE OF WORK:**

This Contract will cover transportation of part load consignments to all destinations in India anywhere to anywhere such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc.

2. Splitting of contract is not allowed.

3. This contract is critical to smooth operation of HERP, therefore no exemption is given to any Bidders for Turn Over and Experience Criteria.

4. PART LOADS

Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms and over size up to 605x205x250 cms will be under part load. They have categories based on distance between source and destination of consignments. Three categories under this group are P-I (Distance upto 500 KM), P-II (Distance above 500 KM and up to 1000 KM) and P-III (Distance above 1000 KM).

Details of all categories are as follows: -

| S. No. | Dimensions | Cat. No. |
|---------------|---|-----------------|
| 1 | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance upto 500 KM. | P-I |
| 2 | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 500 KM upto 1000 KM. | P-II |
| 3 | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 1000 KM | P-III |

Notes: -

- 1)** 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.
- 2)** Vehicle no. and dimensions of the consignments must be mentioned on the GR and the bill.
- 3)** In order to make optimum use of loading capacity of vehicle 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.
- 4)** 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.

5. ODC Consignment for P-I / P-II / P-III Consignments

Length above 488 cms and up to 605 cms or height above 205 cms and up to 300 cms will also be covered under category P-I / P-II / P-III and freight will be paid proportionately extra in addition to freight as applicable in case of normal dimensions i.e. 488 cms x 205 cms x 205 cms. However, extra payment will be made additionally @ 10% on the actual weight for over dimensional consignment/ package (ODC) in length or height or both. Dimensions of all the consignments transported will be recorded invariably on the GR both at booking and delivery points.

However, on account of ODC (above 488x205x205 Cms) if any charges are paid by the Transporter to State Govt. Authorities, the same shall be reimbursed on production of original receipt mentioning Vehicle No. and Date of payment. In such cases, extra payment of 10% on account of ODC shall not be payable by BHEL

6. RUNNING TIME/ DELIVERY/ INCENTIVE ON EARLY DELIVERY AND PENALTY:

6.1) In normal cases the time allowed for delivery of smalls consignments will be as under: -

| | |
|------------------------------|-----------|
| I) Up to 500 Kms | - 7 days |
| II) 501 to 1000 Kms | - 12 days |
| III) 1001 to 1500 Kms | - 15 days |
| IV) 1501 and 2500 Kms | - 20 days |
| V) Above 2500 Kms | - 25 days |

Penalty @ 4% of the freight per week or part thereof, subject to maximum of 40% of the total freight payable will be imposed if the consignment is not delivered within stipulated time on presentation of GR by BHEL. The penalty of 4% given above may vary depending upon the performance of transporter. For details refer Annexure- G1 (Clause -6). However, if the penalty works out to be less than Rs. 10/- the same shall not be charged.

6.2) The transporter shall ensure delivery of material within **48 Hrs** against all GRs received in Shipping Section after retirement. In case the delivery of such consignments is delayed and the case becomes time barred for claim purposes, the whole responsibility will be of the Transporter.

6.3) The Reach date as updated by Transporter on web base system within three days (Annexure -"G-1 & G-2" / informed to BHEL in writing will be accepted. However, if any complaint of late/non delivery is received, then the penalty will be recovered based on actual date of delivery.

6.4) FORCE MAJEURE CONDITION - In case of force majeure conditions e.g. floods, riots, road breaches, war, cyclone, earthquake etc, over which the transporter has no control, will inform BHEL immediately. Any delay due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the transporter.

7. DISTANCE:

7.1) Minimum chargeable distance allowed will be 200 Kms.

7.2) Distance between two stations for the purpose of payment of freight charges will be determined by the shortest route by All Weather Motorable Road of Road Map of India / Motoring Guide of India / Google Map. Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL as mentioned at Annexure - "H" These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion of new destinations.

7.3) For all stations within 20 Kms of the radius of booking stations, the freight charges will be the same as that from booking station.

8. TRANSPORTATION BY LONGER ROUTE:

Where transportation by longer route is necessary for avoiding Ghat Sections, other road constraints like bridge, culverts, tunnels etc., disturbed/riot prone or flood affected area, abnormal weight, size of the consignments etc. prior permission of competent authority, not below DGM, must be obtained by the consignor clearly mentioning the longer route to be adopted along with the reasons for this. The transporter in such cases of transportation shall furnish documentary evidence/proof like octroi/ Gate passes, barriers crossing Receipts special route permits, repair and maintenance bills enroute (if any), filling of diesel etc. along with his freight bill establishing the fact that he has used longer route as authorized.

9. MINIMUM CHARGEABLE WEIGHT:

Minimum chargeable weight allowed will be **60 Kgs.**

10. CONSIGNMENT WEIGHT / MEASUREMENTS:

Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/damages certificates shall however be provided by the transporter. Weight of BHEL weigh-bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis. The verification of weight of incoming consignments with gross weight above 50 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as 7.85 gm. /cm which is universally acceptable) or weight verified on the basis of design weight as applicable.

As regards the outgoing consignments of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design/ Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighing is done/ possible. In case there is a representation for variation in actual weight to design weight, the weighing on BHEL Weigh Bridge may be considered which shall be acceptable to both sides (Consignor/ Consignee) for payment of freight charges.

11. DELIVERY OF CONSIGNMENTS:

11.1). It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR' when materials are delivered. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, 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 consignments not delivered, partly or fully, will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.

11.2) For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/ station. Even in cases where the Transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, the Transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL.

11.3) Transporters shall submit the delivery report by **15th of every month** for incoming and outgoing consignment to HERP-BHEL, Varanasi.

11.4) In case of freight "To Pay "consignments (including those dispatched from BHEL, Varanasi the transporter will submit the proof of delivery within 30 days of date of dispatch/ GR.

12. DEMURRAGE:

No demurrage, wharfage, ground rent, godown rent is payable to the transporter for incoming and outgoing materials either from BHEL or from our customers.

13. FREIGHT RATES:

The rates agreed between BHEL and successful tenderers shall be inclusive of all other related charges like hamali charges, labour charges, statistical charges, surcharges, taxes (except GST) etc. and rates quoted shall be consolidated on taking all above elements into consideration.

14. BULK/ VOLUMINOUS CONSIGNMENTS:

The weight will be taken as actual weight or voluminous weight whichever is higher. The voluminous weight will be calculated @ 400 Kgs = 1 Cu. Meter.

15. DOOR DELIVERY/COLLECTION CHARGES:

Door delivery (DD) along with door collection both the charges at the rate of Rs. 250/- per GR per metric ton subject to minimum Rs. 250/- will be payable on Part Load Consignments (up to 5.5 ton) on "To pay" and "to be billed" GRs only. For door delivery at sites DD charges @ Rs. 250/- per GR per ton subject to minimum Rs. 250/- per GR will be payable on Part Load Consignments (up to 5.5 ton). **No DD/ Collection charges will be paid on freight PAID GRs and the transporters will have to deliver the consignments at BHEL Stores irrespective of whatever is mentioned on the GR.** Weight for above purpose will be taken as either actual weight or voluminous weight whichever is higher in line with clause 14 above.

16. OCTROI CHARGES:

NOT Applicable

17. DIESEL ESCALATION CLAUSE:

17.1) The rates agreed between BHEL and the transporter will remain firm during the currency of the contract. However, the rates will increase/ decrease by 30% of the percentage increase/ decrease in the rates of diesel (BHEL procurement rate) prevailing at the time of award of the contract at Varanasi. Any increase so allowed to the transporters will be extra and form the part of basic freight. This increase/ decrease will be done, only quarterly, as under: -

17.2) The rates of diesel will be based on Purchase Price of diesel purchased by BHEL at Varanasi.

17.3) The rates at which the work is awarded initially will remain firm for a period of three months without any PVC. PVC will be started from BHEL Financial year quarter which would come after three months from the date of starting of contract.

17.4) The PVC will be operated based on quarterly time slab (as per BHEL financial year quarter).

Note: If the contract of any transporter start between the BHEL financial year quarter then PVC will be started from BHEL Financial year quarter which would come after three months from the date of starting of contract. (Ex. If contract start in the month of February then rate will firm up to 30 June and PVC will start from 1 July (which is the first month of BHEL financial year quarter which comes after three months from date/month of starting of contract.)

17.5) The Average Rate for three months will be calculated as below: -

$$\begin{aligned} & \text{Applicable Rates} - R \\ & \text{No. of Days for which applicable} - N1 \\ & \text{Total Number of Days in Three Months} - N2 \\ & \text{Average Rate for three months} = \Sigma (R \times N1) / N2 \end{aligned}$$

The period of three months will be reckoned from a date, 15 days prior to date of a quarter. (Quarter means BHEL Financial year quarter which would come after three months from the date/month of starting of contract). The increase/decrease in rates due to price variation in diesel rates will be applicable for a period of next three months based on this. Average rate w.r.t. to rates is applicable on the date of award. Thus this increase/decrease will be firm/constant for next three months. Similarly, for next third quarter onwards, till the concluding of contract, the increase/decrease in rates will be permitted (with 15 days back dating).

(ex, * If contract start in the month of February then rate will firm up to 30 June and PVC will start from 1 July (which is the first month of BHEL financial year quarter which comes after three months from date/month of starting of contract).

** For calculation of PVC of above given condition, date taken 15- day prior from 1st July (16th June).

18. VEHICLE PLACEMENT & LIFTING:

18.1) Vehicle for loading will be placed at loading point by **10:00 AM**. All vehicles carrying materials to / from BHEL will be normally allowed to enter the plant only between 08:00 AM to 02:30 PM on working days. Wherever possible sufficient advance intimation in writing (email/ fax) shall be given for requirement of trucks/ trailers.

18.2) Due to non-placement of vehicle in time, BHEL reserve the right to transport to incoming & outgoing consignments through other transporters alternative means/ arrangement. However, if freight paid is more than contract rate the excess amount will be recovered/ deducted from the freight bill of transporters in that particular group.

18.3) Tenderers shall also ensure that Motor Vehicle Act, 1988/ rules stipulations are strictly followed. It will be the transporters responsibility to deploy proper trucks/ trailers to transport consignments covered under the scope of work as per the Motor Vehicle Act, 1988/ rule stipulations.

18.4) In case of failure to ensure compliance of any or all of the clauses of the tender, BHEL reserve the right to make alternative arrangements for hiring trucks/ trailers at transporters' risk & cost.

18.5) In case BHEL demands placement of vehicle even on Sunday or holidays the same will be provided on the required date and same shall be accounted for decided the delay in placement of vehicle.

19. OPEN DELIVERY CERTIFICATE:

Open delivery certificates shall be issued by the transporter or his representative, preferably at the time of delivery of the consignment or within 3 days after delivery failing which loss incurred due to short delivery/ delivery of damaged consignment will totally be recoverable from the transporter. In case of Non -delivered consignment a Non-delivery certificate will be submitted within the stipulated period, failing which the value of the consignment shall be recovered from the transporter.

20. DELIVERY OF DOCUMENTS TO CONSIGNEE:

The transporter will also deliver the documents given by the BHEL/Supplier/Subcontractor/Customer like SMIV, PPMIV, Dimensional Inspection Report, Guarantee / Warrantee certificate, "Duplicate copy of transporter" Invoice, TC, Drawing, packing list, Challan, Road Permits (wherever applicable) etc. to the consignee.

21. PERFORMANCE REVIEW:

The performance of Transporter shall be reviewed periodically. Allotment of work load i.e. transportation of consignments to all destinations in India from anywhere to anywhere in India and continuance in contract will be related to performance as per detailed system given in Annexure G1 & G2. For better on line updation of vehicle movement and delivery particulars and better communication, the transporters shall be required to have Internet web/ E-mail facility at their branch offices. This is for booking, loading, vehicle requisition etc. through Internet Web/ E-mail. If this facility is not maintained, the offer of workload to the concerned transporter can be stopped. In case the performance is not found up to the mark, BHEL reserves the right to terminate the contract without any further reference to Annexure - G-1 & G-2.

22. HILLY AREA FREIGHT

Not applicable.

23. LIFTING OF CONSIGNMENTS:

The transporters will lift consignments of all categories from ANY WHERE TO ANYWHERE and deliver to consignee in India within the scope of this contract whether or not they have their branch office at the NIT No. HERP/WCM/TRC-PART/2023-25

originating or at destination station. This contract shall be on ALL INDIA basis and hence the head office of transport should inform all their zonal/regional branch offices in the country about the terms & condition and rates of this transport contract to ensure full implementation of this contract. While loading the materials, the transporter will have to ensure the physical verification of materials loaded in their vehicle. No shortages will be accepted at later stage by BHEL.

24. DESPATCH HOLD BY BHEL/ CUSTOMER

If further movement of consignment is not possible due to any customer related problem, transporter may be required to unload and keep consignment to its custody till cleared by customer where upon the transporter shall reload and despatch the consignment to destination. Such transshipment will be allowed by in charge Shipping deptt. (Not below the rank of DGM).

25. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT & GODOWN / STORAGE

To ensure safe transit, the consignment loading shall be done by at BHEL work for outgoing materials and at vendor/ suppliers/ subcontractor/ fabricator works for incoming materials. The transporter shall ensure: -

- 1)** Placement of truck /trailer including all welded structure and joints of the vehicle are in good & sound condition
- 2)** Good quality lashing ropes in sufficient numbers, length and diameters and other items required to company the truck/ trailer so as to securely lash the consignment. Proper tarpaulins cover to protect the consignment from rains.
- 3)** Compliance of all the safely precautions and other instruction required in road transportation e.g. red flags/ lamps, pilot, escort etc. as may be required shall be the responsibility of transporters.
- 4)** Transporter shall ensure for proper storage, safety and protection of goods at their godown / storage so that consignment is not damaged in any respect. Proper protection of consignments against rains, exposure to sun and dust should be ensured by the transporter at their godown/ storage.

26. SAFE CUSTODY

The transporter shall be solely responsible of the safe custody of consignment from the item the documents are handed over to him till the consignments are delivered at the destination. Repeated failure in this regard shall viewed seriously and BHEL shall be free to take deterrent/ penal action on the transporter concerned e.g. suspension of business future business dealing. No separate charges for safe custody shall be payable by BHEL on any account at any stages the consignment are required and delivered in safe and sound condition

27. ROUTE PERMIT/ NATIONAL PERMIT/ CLEARANCE

The RTO or any other authority concern and compliance of any other statutory formality connected with transportation of goods in accordance of motor vehicle act/ rules will have to be arranged by transporter at his cost. BHEL does not take any responsibility in this regard. Any contingency arising in this respect will entirely be the responsibility of transporter.

28. MODE OF DESPATCH

Despatch will be either on **to Pay** basis when the freight shall be paid by our customer/ vender after received of good at destination or on **to be billed** basis where the freight shall be paid be BHEL after satisfactory delivery of goods to customer/ vender and production of documentary evidence in support thereof.

29. TIMELY PLACEMENT OF TRUCKS/TRAILORS FOR ALL INCOMING AND OUT GOING CONSIGNMENTS

BHEL/ Suppliers/ Subcontractors shall approach to the transporters with whom the contract is finalised
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for placement of truck/ trailers for transportations. Complains in writing by the BHEL/ Suppliers/ Subcontractors on non-placement of vehicle within specified period on 3 occasions shall disqualify the concerned transporter for loading of the consignment for one month. Moreover, the clause-18 of annexure- "C" shall also be applicable.

30. MISCELLANEOUS:

Any changes in Motor Vehicle Act announced by Govt. of India Ministry of Surface & Transport from time to time will be applicable and necessary charges thereof shall be binding both on BHEL & transporters. Additional financial burden if any on transporter will be decided mutually.

30.1) Under ISO –14001 -2004 and OHSAS –18001 - 2007 obligations for environmental safety and occupational Health Safety the necessary instructions shall be followed viz: -

(a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipment.

(b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).

(c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel. Driver's license should be duly endorsed by concern authority for carrying hazardous materials.

(d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.

(e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/ consignee immediately.

(f) Safety requirement during external (outside BHEL Varanasi premises) transportation shall also be met.

30.2) As per section 194 -C of Income -Tax act, deductions of Tax at source is required to be made from payments of Transporters or Sub-Contractors.

30.3) Freight Confirmation Letter (FCL) will be issued at the time of booking/ lifting of material by the concerned departments for To-pay GRs wherever required. However, the transporter will submit the photocopy of acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL will be issued only after submission of acknowledgements instead of at the time of booking.

30.4) No material belonging to BHEL will be auctioned by Transporters where customers have defaulted in taking delivery. The Transporter will give notice under Registered Post and ask for instructions in the matter. These cases should be followed up personally by the Local Branch Manager of the Transporter concerned. The matter should also be followed up with the consignee by the Transporter.

30.5) The transporters should normally submit original RC books along with self-attested photocopy of the same for vehicle placed for loading to ascertain smooth movement during transit & in order to avoid delays by hold -up of vehicles by R.T.O. etc. Branch Manager or his authorized representative should be present at the time of loading of trailer load consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR.

30.6) Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.

30.7) Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to BHEL, Varanasi i.e. to the consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and NIT No. HERP/WCM/TRC-PART/2023-25

fro freight will rest with BHEL. There will, however, be no charges leviable towards "demurrage".

30.8) In no case BHEL will accept seasonal rate variations.

30.9) In case the transporter is found to have overloaded the trucks/ trailers and any penalty is being levied off by any authority. BHEL would not be held responsible. Transporter has to ensure to delivery of the consignment at proper point within permissible time.

31. Any deviation with respect to any of terms & conditions of contract will not be acceptable until prior approval taken from BHEL.

ANNEXURE –“D”**TENDER NO.: HERP/WCM/TRC/2023-25****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid**

| Category | Distance | Description | BOQ (MTKM) | % Freight value of each categories | Rate Rs per MT per KM | Freight Value (Rs) |
|--------------|--|---|----------------|------------------------------------|-----------------------|--------------------|
| | | | 1 | 2 | 3 | 4 |
| P-I | Part loads for distance upto 500 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 207857 | 17.268% | | 0.17268 of X4 |
| P-II | Part loads for distance from 501 KM up to 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 729098 | 43.197% | | 0.43197 of X4 |
| P-III | Part loads for distance above 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 690754 | 39.535% | | 0.39535 of X4 |
| Total | | | 1627709 | 100.00% | TOTAL | X4 |

Note: -

1) Rate per KM-MT will be calculated on Total Freight Value (Cost of Transport services - X4) and bidder to quote the total including DD-DC and GST amount on GeM Portal as per calculation sheet available on GeM.

2) Formula for calculation per MT-KM rates: -

- A) Value of each category (col-4) = Total value quoted in Group (X4) X % weightage value of respective category (col-2)
- B) Rate per KM-MT for each category = (value of each category (col-4)) / (Total MT-KM for respective category (col-1))

3) The quantities given above are tentative and may vary.

4) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from clause 5 of Annexure – C.

5) Bidder should not write quoted price on this sheet. Quoted price to be provided on GeM Portal only.

6) Price Bid Calculation sheet in Excel Format is made available on GeM Portal and sample copy is attached as below:

| PRICE BID Calculation sheet (Transportation of Part Load) | | | | | | | |
|--|--|---|------------|------------------------------------|--|--|---|
| Category | Distance | Description | BOQ (MTKM) | % Freight value of each categories | Freight Value (Rs) | Rate per MT per KM (Rs) Exclusive of GST | Remark |
| | | | 1 | 2 | 3 | 4 | |
| P-I | Part loads for distance upto 500 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 207857 | 17.268% | will be auto calculated after entering the Quoted value of GeM in yellow marked cell in excel sheet available on GeM portal. | | This Derived rate per MT per KM will remain firm for entire duration of contract except variation due to diesel price change. |
| P-II | Part loads for distance from 501 KM up to 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 729098 | 43.197% | | | |
| P-III | Part loads for distance above 1000 KM, from Varanasi and Anywhere to Anywhere in India | Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. | 690754 | 39.535% | | | |
| 1. Cost of Transport Services for 24 months on which Rate per MT per KM will be derived (Exclusive of GST) | | | | | | will be auto calculated after entering the Quoted value of GeM in yellow marked cell in excel sheet available on GeM portal. | Derived Cost of Transport Services for 24 months on which rate will be calculated. |
| 2. Estimated Cost for Door Collection and Door Delivery (DC-DD) (Exclusive of GST) | | | | | | 1300000 | Fixed for Tendering purpose. It will be paid by BHEL on submission of Bill at actual |
| GST @ 5% taken into account under Reverse Charge Mechanism (RCM) for tender evaluation purpose. | | | | | | 0 | GST amount @ 5% included in contract value |
| Total price to be Quoted by Bidder in GeM portal inclusive of GST @ 5% [Transportation Cost (1) + Estimated Cost of DC-DD (2) + GST (3)] | | | | | | | <--- Bidder to fill and Quote the same ON GeM portal. |

TENDER NO.: HERP/WCM/TRC-PART/2023-25

Proforma for submission of freight bills

Name of Transporter

Bill No.

Full Address

Date

M/s. Bharat Heavy Electricals Ltd, HERP, Varanasi

We hereby submit our Bill for Transportation of your goods.

| Sl. No. | C-Note No./ Material Receipt Date | GR No. & Date | Name of the consignor/ Consignee stations | Actual Weight | Distance | Consignment Category | Rate | Freight | Door delivery Charges | Other Charges Toal | PO / FIM NO. & Date | Vehicle No. | Remark |
|---------|-----------------------------------|---------------|---|---------------|----------|----------------------|------|---------|-----------------------|--------------------|---------------------|-------------|--------|
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Total amount in words

Transporter

Signature of

Total amount in words

Verified for payment Rs. _____

Manager
(Stores/ Traffic)

Engineer
(Stores/ Traffic)

Note:

1) For open body and trailer consignments, size scale shall be affixed by the transporter and actual sizes shall be entered therein.

2) Deductions if any shall be indicated on the Bill itself giving related reference

TENDER NO.: HERP/WCM/TRC-PART/2023-25**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

(Transporter is required to fill-in the details against each row given below and ensure that no row is left blank or incomplete)

| Sl. | PARTICULARS | Details | (REFERENCE TO ANNEX. NO. /PAGE NO.) |
|-----|--|---------|-------------------------------------|
| 1 | Name and full address of the tenderer & Head office | Yes/No | |
| 2 | FAX No./Phone No./ Email address/Mobile No. | Yes/No | |
| 3 | Name/Designation & Address of the official of tenderer to whom all the references shall be made | Yes/No | |
| 4 | Name and address of Directors/Partners | Yes/No | |
| 5 | India Bank Association (IBA) approval No. & documents submission. Validity of approval up to _____ | Yes/No | |
| 6 | Whether all pages of Annexure-A,B,C, D,E, F,G, H, J, K , L and M or (A to M) signed & stamped as token of acceptance | Yes/No | |
| 7 | Validity of offer/rates to be quoted for 120 days from the date of opening of tender | Yes/No | |
| 8 | Details about type of the firm as per clause 3.4(Annex-A) | Yes/No | |
| 9 | Attested copy of Power of Attorney as per clause 3.4 (Annexure-A) | Yes/No | |
| 10 | PAN NO | Yes/No | |
| 11 | Office establishment, suitable Godown etc. at Varanasi Telephone no of office, Email _____ | Yes/No | |
| 12 | Authority letter for person authorized if any fully attested by Notary | Yes/No | |
| 13 | Documents as per point 2 of Pre-qualification Bid - Part- I submitted | Yes/No | |
| 14 | Printed Branch List-Enclosed | Yes/No | |
| 15 | Confirm, you will quote against all the categories as per Annexure-M and not for any specific categories. | Yes/No | |
| 16 | BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not | Yes/No | |

| | | | |
|-----|---|--------|--|
| | participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.” | | |
| 17. | Any other information | Yes/No | |

Note:

1. Copies of all the documents submitted by the bidder should be duly attested by Notary/ Gazetted officer/ Registrar of Company as applicable.
2. All the reference & details should be filled in neatly in the above statement.

(Signature of Tenderer)

TENDER NO: HERP/WCM/TRC-PART/2023-25

TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II

TRANSPORTER PERFORMANCE EVALUATION SYSTEM

To ensure equitable distribution of work load, based on contract conditions for preferences and Performance Feed Back, following terms and conditions will be applicable: -

- 1)** Deleted.
- 2)** As per Clause 21 Annex-"C" the continuance of the contract is subject to satisfactorily performance. The performance of each transporter will be assessed based on service quality, timely delivery and speed of response.
- 3)** This performance evaluation system will cover Part Load.
- 4)** Against Transporter Performance System, the transporters shall be awarded points quarterly out of a total of 100 (please see enclosed Annexure-'G2'). These points will affect the award of work load i.e. transportation of consignment as under: -
 - a)** Less than 60 marks, to be deleted from Roster for next one month.
 - b)** Less than 40 marks, to be deleted from Roster for next three months.
 - c)** Less than 60 marks for more than three chances to be permanently deleted from the Roster for the remaining period of the contract.

Initially on award of work all transporters will be given work load i.e. transportation of consignment as per Normal Roster. Later on work load i.e. transportation of consignment will be given on basis of their quarterly performance.

- 5)** In case of major complaints such as serious customer complaint/ Non delivery/ Non provision of Vehicle etc. the work of a particular transporter can be temporarily suspended for specified period.
- 6)** If a transporter is suspended/ deleted from roaster on account of his performance or for any other reason, his LD amount, which is presently 4% per week (refer para -6.1 and para -6.2 Annexure-"C", shall be increased by 0.5 % per week per month of suspension e.g. it will be change from 4 to 4.5 % per week for first suspension of one month and so on. This change in percentage shall be applicable for the GR' issued after the date of the suspension for the remaining period of contract. However, the maximum limit of LD shall remain unchanged at 40% both in case of full vehicle load and as well as in part load.

TENDER NO. HERP/WCM/TRC-PART/2023-25
TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II

Transporter Performance Rating (TPR)

(Evaluation and Distribution of Points)

Transporter performance shall be assessed with respect to following main factors and calculated for each consignment transported by transporter.

| <u>RATING FACTOR</u> | <u>Weightage</u> |
|--------------------------------|-------------------------|
| 1) Quality Rating (QR) | 30 points |
| 2) Delivery Rating (DR) | 45 points |
| 3) Services Rating (SR) | 25 points |

Transport Performance Rating (TPR) = QR+DR+SR

Quality Rating: (30 Points)

| | |
|---|-----------|
| Consignment delivered in sound condition | 30 points |
| Consignments delivered with package damaged | 15 points |
| Consignments delivered with equipment damaged | 0 points |

Delivery Rating (45 points)

To be calculated on the basis of Gate Pass date and consignment delivery date 3 points to be deducted for each day of delay for 1st 15 days.

Service Rating: (25 Points)

1) Shipping movement information to be intimated by the transporters for delivery of critical consignment on demand of BHEL. 5 points to be awarded for such service.

2) For timely service, 5 points to be awarded/ deducted.

Base for timely service will be

- i)** Date of vehicle entry authorization / intimation
- ii)** Date of vehicle entering the plant.

If the date of vehicle entering the plant is within 48 Hrs for trucks and 96 Hrs for trailers of date of vehicle entry authorization, 5 points to be awarded to the transporter otherwise 5 points to be deducted.

3) Maximum 5 points to be awarded to the transporter by Store and Shipping Deptt. for readiness for help. Placement of correct vehicle.

4) Timely submission of monthly delivery report to BHEL as per clause-13 of Annexure-"C". (10 points)

- a)** Submission by 15th days (+10)
- b)** Submission by 20th days (+ 5)
- c)** Submission after 20th days (0)

TENDER NO. HERP/WCM/TRC-PART/2023-25

SCHEDULE OF DISTANCES

Note: Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL and Distance chart is given at BHEL, HERP Website www.bhelherp.com. These distances are only to be used for calculation of freight.

TENDER NO. HERP/WCM/TRC/2023-25
LIST OF MAJOR SITES FOR OUTGOING MATERIALS:

| Sl. No. | Customer/project name | loading Station | ZONE |
|----------------|------------------------------|-------------------------------|-------------|
| 1 | ADHUNIK | JAMSHEDPUR | ER |
| 2 | ADITYA AL | BHUBANESHWAR | ER |
| 3 | ANGUL | ANGUL ORISSA | ER |
| 4 | AVANTHA-1 | AVANTHA-1 | ER |
| 5 | BAKRESWAR | BIRBHUM W.B. | ER |
| 6 | BARAUNI | BEGUSARAI BIHAR | ER |
| 7 | BARH | PARNA BIHAR | ER |
| 8 | BHILAI | DURG CHHATTISGARH | ER |
| 9 | BOKARO | BOKARO JHARKHAND | ER |
| 10 | BOKARO STEEL CITY | BOKARO JHARKHAND | ER |
| 11 | BONGAIGAON | BONGAIGAON ASSAM | ER |
| 12 | BUDGE BUDGE | CHOWRINGHEE SQUARE KOLKATA | ER |
| 13 | CESC/SOUTH GEN | CHOWRINGHEE SQUARE KOLKATA | ER |
| 14 | CHANDVA | CHANDVA | ER |
| 15 | DANAGADI - JAJPUR | JAJPUR ORISSA | ER |
| 16 | DERANG | ANGUL ORISSA | ER |
| 17 | DURGAPUR | KOLKATA | ER |
| 18 | FARAKKA | MURSHIDABAD W.B. | ER |
| 19 | I B THERMAL POWER STATION | BANAHARPALI JHARSUGUDA ORISSA | ER |
| 20 | TPCL JOJOBERA | JAMSHEDPUR | ER |
| 21 | KAHALGAON | BHAGALPUR BIHAR | ER |
| 22 | KANIHA | ANGUL ORISSA | ER |
| 23 | KODERMA | KODERMA | ER |
| 24 | KOLAGHAT | MIDNAPUR W.B. | ER |
| 25 | MEJIA | BANKURA W.B. | ER |
| 26 | MONNET ANGUL | ANGUL ORISSA | ER |
| 27 | MTPS | KANTI MUZAFFARPUR | ER |
| 28 | MUZAFFARPUR | KANTI | ER |
| 29 | NABINAGAR | AURANGABAD BIHAR | ER |
| 30 | PATRATU | HAZARIBAG JHARKHAND | ER |
| 31 | SANTALDIH | PURULIA W.B. | ER |
| 32 | TALCHER | ANGUL ORISSA | ER |
| 33 | TENUGHAT | BOKARO JHARKHAND | ER |
| 34 | 1X250 ROURKELA | ROURKELA | ER |
| 35 | ANPARA ATPS | ANPARA SONEBHADRA UP | NR |
| 36 | BADARPUR | BADARPUR NEW DELHI | NR |
| 37 | BAIRASIUL | SURANGINI CHAMBA H.P. | NR |
| 38 | DADRI | GAUTAM BUDH NAGAR U.P. | NR |
| 39 | DHARASU | CHINYALISOUR UTTERKASHI | NR |
| 40 | FARIDABAD | HARYANA | NR |
| 41 | GHTP | BATHINDA PUNJAB | NR |
| 42 | GOINDWAL-2 | GOINDWAL-2 | NR |

| | | | |
|----|-----------------------|-------------------------------|----|
| 43 | HARDUAGANJ | KASIMPUR ALIGARH UP | NR |
| 44 | HEEP | HARDWAR UTTARANCHAL | NR |
| 45 | IPGCL | IPGCL | NR |
| 46 | JAGDISHPUR | SULTANPUR U.P. | NR |
| 47 | JHANSI | JHANSI U.P. | NR |
| 48 | LJHP | BEMINA SRINAGAR | NR |
| 49 | NAYA NANGAL | NAYA NANGAL PUNJAB | NR |
| 50 | OBRA ATPS | SONEBHADRA U.P. | NR |
| 51 | PANIPAT | PANIPAT HARYANA | NR |
| 52 | PANKI | KANPUR U.P. | NR |
| 53 | PARICHHA | JHANSI U.P. | NR |
| 54 | PHULPUR | GHIYANAGAR ALLAHABAD | NR |
| 55 | RENUKOOT | SONEBHADRA U.P. | NR |
| 56 | REBUSAGAR | SONEBHADRA U.P. | NR |
| 57 | RIHAND | SONEBHADRA U.P. | NR |
| 58 | ROPAR | ROPAR PUNJAB | NR |
| 59 | RUDRAPUR | UDHAM SINGH NAGAR UTTARANCHAL | NR |
| 60 | SINGRAULI | SONEBHADRA U.P. | NR |
| 61 | TANDA | AMBEDKARNAGAR U.P. | NR |
| 62 | UNCHA HAR | RAEBARELI U.P. | NR |
| 63 | 2X660 KHURJA | KHURJA | NR |
| 64 | 1X660 PANKI | PANKI | NR |
| 65 | BELLARY | BELLARY KARNATAKA | SR |
| 66 | HYDERABAD | RAMACHANDRAPURAM A.P. | SR |
| 67 | KAKATIYA | WARANGAL A.P. | SR |
| 68 | KALINADI | BELLARY KARNATAKA | SR |
| 69 | KAYAMKULAM | Alleppey Alappuzha KERALA | SR |
| 70 | KOTHAGUDEM | KHAMMAM A.P. | SR |
| 71 | METTUR | METTUR DAM TAMILNADU | SR |
| 72 | MYSORE CEMENT LIMITED | TUMKUR KARNATAKA | SR |
| 73 | NCTPS | CHENNAI | SR |
| 74 | NEYVELI | NEYVELI | SR |
| 75 | NTPL TUTIKORIN | TUTIKORIN T.N. | SR |
| 76 | RAICHUR | RAICHUR KARNATAKA | SR |
| 77 | RAMAGUNDEM | KARIMNAGAR A.P. | SR |
| 78 | RAYALSEEMA | KAPADA A.P. | SR |
| 79 | SIIL TUTICORIN # 1 | TUTICORIN T.N. | SR |
| 80 | SIMHADRI | VISHAKHAPATNAM A.P. | SR |
| 81 | TRICHY | TIRUCHIRAPALLI T.N. | SR |
| 82 | TUTICORIN | HARBOUR ESTATE TUTICORIN T.N. | SR |
| 83 | VALLUR | TIRUVALLUR T.N. | SR |
| 84 | VIJAIWADA | HYDERABAD A.P. | SR |
| 85 | 2X660 MW KARIMNAGAR | KARIMNAGAR | SR |
| 86 | 2X660 UDANGUDI | UDANGUDI | SR |
| 87 | 2X800 UPPUR | UPPUR | SR |
| 88 | 1X800 YERAMARUS | YERAMARUS | SR |
| 89 | AMARKANTAK | JABALPUR | WR |

| | | | |
|-----|-------------------------------|-------------------------------------|----|
| 90 | BHOPAL | PIPLANI BHOPAL | WR |
| 91 | BHUSAWAL | JALAGAON M.S. | WR |
| 92 | BINA TPP-1 | BINA SAGAR M.P. | WR |
| 93 | CHANDERIA | CHITTORGARH RAJASTHAN | WR |
| 94 | CHANDRAPUR | CHANDRAPUR MAHARASHTRA | WR |
| 95 | CHHABRA | BARAN RAJASTHAN | WR |
| 96 | DAHANU | THANE MAHARASHTRA | WR |
| 97 | DHOLPUR | JAIPUR | WR |
| 98 | EPIL AMRAVATI # 5 | AMARAVATI MAHARASHTRA | WR |
| 99 | GANDHINAGAR | GUJRAT | WR |
| 100 | HZL | CHANDERIYA CHITTORGARH RAJASTHAN | WR |
| 101 | IRL NASIK | NASIK MAHARASHTRA | WR |
| 102 | JINDAL POWER LIMITED | RAIGARH CHATTISGARH | WR |
| 103 | KHAPERKHEDA | KHAPERKHEDA MAHARASHTRA | WR |
| 104 | KORADI | PRAKASHGAD MUMBAI | WR |
| 105 | KORBA | RAIPUR CHATTISGARH | WR |
| 106 | KOTA | SAKATPURA KOTA RAJASTHAN | WR |
| 107 | MAHAN AL-VI | SINGRAULI M.P. | WR |
| 108 | MALWA | JABALPUR M.P. | WR |
| 109 | MARWA | RAIPUR CHATTISGARH | WR |
| 110 | MAUDA STPP-1 | NAGPUR MAHARASHTRA | WR |
| 111 | MOUDA | NAGPUR MAHARASHTRA | WR |
| 112 | MUMBAI | CARNAOBUNDER MUMBAI | WR |
| 113 | NARMADANAGAR | BHARUCH GUJARAT | WR |
| 114 | NASIK | PRAKASHGAD MUMBAI | WR |
| 115 | NEW-PARLI | PRAKASHGAD MUMBAI | WR |
| 116 | OP JINDAL STPP | RAIGARH CHATTISGARH | WR |
| 117 | PARAS | AKOLA MAHARASHTRA | WR |
| 118 | PARLI | PRAKASHGAD MUMBAI | WR |
| 119 | SABARMATI | AHMADABAD GUJARAT | WR |
| 120 | SATPURA | RAMPUR JABALPUR M.P. | WR |
| 121 | SGTPS | RAMPUR JABALPUR M.P. | WR |
| 122 | SIKKA | JAMNAGAR GUJARAT | WR |
| 123 | SIPAT | BILASPUR CHHATTISGARH | WR |
| 124 | SURATGARH | SURATGARH RAJASTHAN | WR |
| 125 | TROMBAY GENERATION STATION | CHEMBUR MUMBAI | WR |
| 126 | UKAI | SURAT GUJARAT | WR |
| 127 | VINDHYACHAL | SINGRAULI M.P. | WR |
| 128 | VSTPS | SIDHI M.P. | WR |
| 129 | WANAKBORI | KHEDA GUJARAT | WR |
| 130 | 4 X660 MW BARETHI | BARETHI | WR |

TENDER NO.: HERP/WCM/TRC-PART/2023-25

LIST OF BANKERS (For Bank Guarantee)

- 1 State Bank of India
- 2 Canara Bank
- 3 IDBI Bank Limited
- 4 ICICI Bank Limited
- 5 HDFC Bank Limited
- 6 Axis Bank
- 7 IndusInd Bank Limited
- 8 Bank of Baroda
- 9 Exim Bank
- 10 Indian Bank
- 11 Punjab National Bank
- 12 Union Bank of India
- 13 Yes Bank Limited
- 14 RBL Bank Ltd.
- 15 Standard Chartered Bank
- 16 Indian Overseas Bank
- 17 Kotak Mahindra Bank Limited
- 18 Federal Bank Limited
- 19 Hongkong and Shanghai Banking Corporation Ltd

TENDER NO. HERP/WCM/TRC-PART/2023-25

BANK GUARANTEE BOND(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 _(BHEL HOUSE, SIRI FORT NEW DELHI)_1 through its Unit at...BHEL HERP.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____ 2 (hereinafter called the said "Contractor" which term includes vendors), 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 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 ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACT VALUE
- 5 BG AMOUNT IN FIGURES AND WORDS
- 6 VALIDITY DATE
- 7 DATE OF EXPIRY OF CLAIM PERIOD

TENDER NO. HERP/WCM/TRC-PART/2023-25

**Presence in different states & union territories sufficing all India purviews in terms of
branches /franchises
(Fill as applicable)**

| Sl. No. | State /Union territories | Branches | Franchises, if any |
|----------------|---------------------------------|-----------------|---------------------------|
| 1 | Andhra Pradesh | | |
| 2 | Arunachal Pradesh | | |
| 3 | Assam | | |
| 4 | Bihar | | |
| 5 | Chhattisgarh | | |
| 6 | Daman and Diu | | |
| 7 | Delhi | | |
| 8 | Goa | | |
| 9 | Gujarat | | |
| 10 | Haryana | | |
| 11 | Himachal Pradesh | | |
| 12 | Jammu & Kashmir | | |
| 13 | Jharkhand | | |
| 14 | Karnataka | | |
| 15 | Kerala | | |
| 16 | Madhya Pradesh | | |
| 17 | Maharashtra | | |
| 18 | Manipur | | |
| 19 | Meghalaya | | |
| 20 | Mizoram | | |
| 21 | Nagaland | | |
| 22 | Orissa | | |
| 23 | Pondicherry | | |
| 24 | Punjab | | |
| 25 | Rajasthan | | |
| 26 | Sikkim | | |
| 27 | Tamil Nadu | | |
| 28 | Telangana | | |
| 29 | Tripura | | |
| 30 | Uttarakhand | | |
| 31 | Uttar Pradesh | | |
| 32 | West Bengal | | |

TENDER NO.: HERP/WCM/TRC-PART/2023-25

Terms & Conditions of Reverse Auction

BHEL shall be resorting to Reverse Auction (RA) on GeM portal for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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