



BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR, VARANASI-221003

Tender Document

Name of Work: Safe transportation of consignments such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. to all destinations from anywhere to anywhere in India.

TENDER NO.: HERP/WCM/TRC/2025-27

DATE. 05.02.2025

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Notice Inviting Tender (NIT)

Tender No. HERP/WCM/TRC/2025-27

Date: 05.02.2025

Subject: Safe transportation of consignments such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. to all destinations from anywhere to anywhere in India.

Last Date of submission of Tender	15.02.2025	14:00
Date and Time for opening of Technical Bid	15.02.2025	16:00

Sl. No.	Name of work	Earnest Money Deposit (EMD)	Security Deposit (SD)	Period of contract	Cost of Tender Document	Reverse Auction
1.	Safe transportation of consignments such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. to all destinations from anywhere to anywhere in India	Rs. 2/- Lakhs	10% of the contract value	02 Year	NIL	Not Applicable

- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions etc. to the tender will be hosted on NIC portal (<https://eprocurebhel.co.in/>), Bidders should regularly visit above websites to keep themselves updated.
- **Bidder to note that this is an e-tender and bidders have to submit this through NIC portal (<https://eprocurebhel.co.in/>) site only. No hard copies of tender shall be accepted.** For wide publication NIT may also be hosted on <http://www.bhel.com> & <https://herp.bhel.com>
- Bidder is requested to contact undersigned for any query or clarification

(Issued by)
Atendr Kumar Pal
Dy. Manager (WCM)
Email: atendrpal@bhel.in
Phone No. 0542-2720928

Note:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. 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.
3. The successful Tenderer shall submit security deposit and must sign contract agreement within 15 days from the date of LOA given by Bharat Heavy Electricals Limited and further start the work under reference. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor

TENDER NO.: HERP/WCM/TRC/2025-27
Notice Inviting Tender (NIT)

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 commencement of work as mentioned in contract agreement** for various groups. 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 NIC portal www.eprocurebhel.co.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.eprocurebhel.co.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 group wise value of work is indicated below:

Sl. No.	Scope of Work
1.	Scope of work under this contract is safe transportation of consignments such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. to all destinations from anywhere to anywhere in India.

4. Earnest Money: Rs 2,00,000/- (Rs Two Lakh 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 bidders 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 Shivanpur, 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 NIC portal only and will not be published in any other media. Bidders should regularly visit NIC portal to keep themselves updated.

E. Bidders to note that this is an e-tender and bidders have to submit this only through [NIC](#) portal. 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. 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. Cost of Tender Document: NIL

6. Different Groups and Bill of Quantity with percentage value of each category: -

Group	Distance	Description	Category	BOQ (MT x KM)	% Freight value of each categories
M01	Distance up to 500 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms.	AA-I	273339	17.30%
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms.	AA-II	309317	14.98%
		Closed Body Truck Consignment weight above 12 MT to 18 MT.	AA-III	329932	15.80%

		Closed Body Truck Consignment weight above 18 MT to 25 MT.	AA-IV	150000	7.13%
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	CC-I	673001	42.35%
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	CC-II	15986	0.81%
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	CC-III	30440	1.63%
			Total	1782015	
M02	Distance 501 to 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	AA-I	920139	25.68%
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms.	AA-II	1033928	23.25%
		Closed Body Truck Consignment weight above 12 MT to 18 MT.	AA-III	1201766	23.04%
		Closed Body Truck Consignment weight above 18 MT to 25 MT.	AA-IV	150000	2.70%
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	CC-I	802554	20.16%
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	CC-II	146073	3.90%
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	CC-III	50000	1.27%
			Total	4304460	
M03	Distance more than 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	AA-I	1254570	17.99%
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms.	AA-II	1544816	17.06%
		Closed Body Truck Consignment weight above 12 MT to 18 MT.	AA-III	1656085	18.88%
		Closed Body Truck Consignment weight above 18 MT to 25 MT.	AA-IV	150000	1.76%

	Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	CC-I	2572473	40.41%
	Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	CC-II	129531	1.65%
	Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	CC-III	167910	2.25%
		Total	7475386	
		Grand Total	13561861	

7. 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 15.02.2025, 2.00 PM. Tender Opening Date is 15.02.2025, 04:00 PM.**

8. BHEL reserves the right to open/accept/reject/cancel/negotiate/split up any one or more groups (M01 to M03) or tender in totality without assigning any reason thereof.

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

10. 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) and Signed Integrity Pact.
- b) Part - II: Price Bid

Details of Bid & Bidder (To be filled by bidder)

Sl. No.	Description	To be filled by bidder
1	Bidder Offer No. & Date	
2	Legal Name of the bidder (as mentioned in GST registration)	
3	Address for Communication	
		City -
		State
		PIN code:
		Phone / Fax No.
		Name of Contact Person
		Mobile No.
		Email ID
4	Type of firm	Individual / Proprietorship / Partnership / HUF / Association of Persons / Private Limited company / Public Limited company
5	GST registration No.	
6	PAN No.	
7	UDYAM Registration No. (If available)	
8	Remark (If any)	

Certificates to be attached:

Copy of PAN, GST Registration Certificate., UDYAM Certificate (for MSEs).

TENDER NO: HERP/WCM/TRC/2025-27**PART-I (Techno Commercial Bid)****1. PRE-QUALIFYING CRITERIA (PQC)**

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 1,71,65,350/- average in last three financial years i.e. 2021-22, 2022-23 and 2023-24.
Experience	<p>Experience of having successfully completed similar work awarded at any Government Organization, Government undertaking / enterprises / Private Sector (with yearly turnover not less than Rs. 50 Crs) in last 7 years as on 31.01.2025 as per details mentioned hereunder:</p> <p>Three completed works having total award value of each contract not less than Rs 2,17,97,270/- plus taxes extra. Or Two completed works having total award value of each contract not less than Rs 2,72,46,587/- plus taxes extra. Or One completed work having award value not less than Rs 4,35,94,540/- plus taxes extra.</p> <p>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".</p> <p>This contract is critical to smooth operation of HERP, therefore no exemption is given to any Bidders for Turn Over and Experience Criteria.</p>
IBA approval	Valid on the date of tender opening. In case IBA is expired and renewal is awaited, it must be submitted before opening of Part-II (Price) bid otherwise bids will not be processed further. It shall also be ensured that the same is available throughout the contract and if not, contract will be cancelled.
Branch Offices and godowns	1. Branch office & Godown in Varanasi (UP) OR nearby area (within 50 Km from BHEL HERP Varanasi). 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 Nadu, 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.	<p>The certificate / affidavit must declare that –</p> <ol style="list-style-type: none"> 1. Contractor / Transporter is not having any pending legal litigation / dispute 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.

Note: There will be no exemption to MSEs & Startups for Turnover and Experience Criteria.

2. Documents Required for Pre- Qualification Criteria

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

- 1) Filled and Signed Check List as per Annexure F.
- 2) Copies of Audited Annual Account i.e. Balance Sheet and Trading / Profit & Loss Account for the financial years 2021-22, 2022-23 and 2023-24 will be required. Submitted documents should contain the UDIN No.
- 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 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. Preference may be given to transporters who have a 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 each group for total bill of quantity of groups M01 to M03 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 "Price Bid" and not provided prices anywhere else in document. There is no difference between Unpriced Priced Bid and Priced Bid, except that the rates have been suppressed in Unpriced Bid.
- f) The bidder has branch office(s) & godowns in Varanasi or nearby area (within 50 Km range of BHEL, HERP, Varanasi).
- 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).

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 litigation / dispute 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.

TENDER NO: HERP/WCM/TRC/2025-27
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 7 of NOTICE INVITING TENDER.

3. MISCELLANEOUS:

3.1) Rates should be quoted in figures as well as in words with respect to each item and for all items as shown in the schedules **Annexure- "D"** (Group M01/ M02/ M03) Separately, on per Metric Ton per Kilometer basis. 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. **The rates should be quoted only in Price Bids.**

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) There will be no Reverse Auction (RA) for this enquiry.

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/ split up any one or more groups (M01 to M03) or tender in totality without assigning any reason thereof.

3.9.2) To award either part contract e.g. for group M01 or M02 or M03 of Annexure-'D' or in combination thereof or full contract simultaneously with any transporter / transporters as it may deem fit at the beginning of the Contract or at any time during the currency of contract.

3.9.2.1) Further BHEL may split the work among maximum six nos of contractors for each group. BHEL may consider to give following approximate percentage in work load during the contract period on Low to High **L-1, L-2, L-3... ..** (on the basis of total freight booked in different groups for all incoming consignments from Suppliers/vendors/subcontractors & outgoing consignments from HERP Varanasi) in the following manner:

Grade	% AGE OF LOAD ALLOCATIONS IN EACH GROUP (i.e. Group M01 to Group M03)
L1	35%
L2	20%
L3	15%
L4	10%
L5	10%
L6	10%
	If in case 05 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-5 will be 39%, 22%, 17%, 11%, 11% respectively.
	If in case 04 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-4 will be 44%, 25%, 19%, 12% respectively.
	If in case 03 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-3 will be 50%, 29%, 21% respectively.
	If in case 02 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-2 will be 64%, 36% respectively.
	If in case only one bidder available in any group then group wise percentage load allocation to that bidder will be 100%.

3.9.2.2) These percentages are indicative and may vary on account of operational constraints. The above percentages will also vary if the transporter is suspended for any period on the basis of points scored in Performance Evaluation System (Annexure-'G1' and Annexure-'G2') or for any other reason.

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 as per clause 3.10 below. The decisions of BHEL evaluation team will be final and binding on the transporter.

3.9.5) To restrict allotment of load for outgoing consignments for specific sites to the specific transporters who have branch office at destination within/around 100 Kms of site. (Refer Annexure -"I" for major sites)

3.10) Groups: Any transporter can quote against one or more groups. However, for any particular group, they have to quote for each category of that group.

Group M01: All the categories of Trucks & Trailers i.e. AA-I, AA-II, AA-III and AA-IV, CC-I, CC-II and CC-III in case of transporter is bidding for Group M01 (Trucks & Trailers for distance up to 500 Kms from Varanasi and from anywhere to anywhere in India).

Group M02: All the categories of Trucks & Trailers i.e. AA-I, AA-II, AA-III and AA-IV, CC-I, CC-II and CC-III in case of transporter is bidding for Group M02 (Trucks & Trailers for distance from 501 KMs to 1000 KMs from Varanasi and from anywhere to anywhere in India).

Group M03: All the categories of Trucks & Trailers i.e. AA-I, AA-II, AA-III and AA-IV, CC-I, CC-II and CC-III in case of transporter is bidding for Group M03 (Trucks & Trailers for distance above 1000 KMs from Varanasi and from anywhere to anywhere in India).

3.11) Process of selection of transporters will be as under: -

Maximum six transporters will be awarded work in each Group i.e. Group M01 to M03 (Three Groups). The process of selection shall be as under: -

- I.** The bill of quantity in "Metric Ton KM" and percentage weightage Category wise is mentioned in the Annexure- "D" (Group M01 to Group M03) of Tender. Transporters are required to quote for all categories of any particular group, without which their tender will not be considered for that Group. "Total quoted freight value" of all categories in a particular group shall be calculated by applying percentage weightage mentioned for each category in a particular group.
- II.** Bidder has to quote total value of freight for a particular group.
- III.** Total value for each category in a particular group will be calculated based on percentage weightage pre-defined for respective category.
- IV.** Rate for each category will be calculated by dividing total value of each category by dividing total KM-MT (BOQ) for respective category.
- V.** Formula for calculation of rates per MT-KM is mentioned in each group BOQ (Ref Annexure-D).
- VI.** If necessary, negotiation may be held with the bidder whose total amount of particular group (calculated by multiplication of rates and bill of quantity of all categories group each group) are found L-1 in the particular group.
- VII.** Further negotiated amount of the L-1 bidder of each group shall be distributed in each category of particular group in proportion with percentage given in NIT.
- VIII.** The derived rates of the L-1 Bidder of each group shall then be counter offered to above L-2, L-3 onwards (low to high) till six transporters are selected each for Group M01 to Group M03.
- IX.** It is clarified that the transporters will be selected based on their offer for total volume of work of each group (Low to High) and not L -1 in any individual category basis.

X. Successful transporters whose tender is accepted for award of work shall enter into a contract with BHEL within fifteen days from the date of award letter at their own cost on a valid non judicial stamp paper of Rs. 100/-.

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.

3.14) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s).

4. ESTIMATED COST:

Tentative volume of business will be in range of Rs. 5.0 to 5.5 Crore. This estimate is tentative and is liable to vary. No claim for any variation will be entertained by BHEL.

5. SECURITY DEPOSIT:

- a) 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.

The contractor shall submit the security deposit in any of 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).
- 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)

- b) **COLLECTION OF SECURITY:** The entire security amount is to be deposited in advance. However, security may be collected in instalments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 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. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. 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.

- i. The security deposit shall not carry any interest.
 - ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.
 - ii. The validity of Security Deposit shall be up to the validity of contract plus three months.
 - iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- c) RETURN OF SECURITY DEPOSIT: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations as per terms of the contract, and signing a 'Contract Closure Statement' jointly with BHEL or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract. Any bill submitted by transporter after signing of the 'Contract Closure Statement' will not be processed by BHEL.
- d) BANK GUARANTEES: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii. The Bank Guarantee shall be as per prescribed formats.
 - iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

6. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract

TENDER NO: HERP/WCM/TRC/2025-27**GENERAL TERMS AND CONDITIONS FOR THE CONTRACT****1. CONTRACT DOCUMENTS**

- a).** The Contract documents shall comprise of the Contract Agreement, Scope of Work, Special Conditions of the Contract, the General Conditions of the Contract and any other documents that may be mentioned in the Contract Agreement to form part of the Contract Documents.
- b.** This agreement is the outcome of joint efforts of the parties.

2. INTERPRETATION OF THE CONTRACT

- a)** Subject to the order of precedence as set out in Sub-Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.
- b)** In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below-

- i) Contract Agreement;
- ii) Commercial Terms of the Contract;
- iii) Special Conditions of the Contract; and
- iv) General Conditions of the Contract

Note: Any annexure to any of the above shall be read along with the covering document.

- c)** In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.

- d)** Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.

- e)** All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

3.LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the Laws of India and shall be operated complying with all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time.

4.TERM OF THE CONTRACT

- a.** The duration of the contract will be **Two (02) years** from date of commencement of work as mentioned in award of contract by BHEL.

- b. The contract may be extended at the option of BHEL for a period of **One (01) year** on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing.

5.COMPANY REPRESENTATIVE

BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.

6.CONTRACTOR'S OBLIGATIONS

- a. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.
- b. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.
- c. The Contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007. As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.

7.TYPE OF VEHICLE TO BE PLACED

- a) It shall be the sole responsibility of the Contractor to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Contractor's account.
- b) The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.
- c) In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule rate only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This shall also apply to open Body vehicle categories
- d) BHEL prefers their consignment, being carried in the Contractors' own vehicles. If carried

in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.

- e) In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and payment will be made for the higher category.
- f) If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from the designated person of concerned user BHEL agencies. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.

8.LOADING AND UNLOADING

- a) Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Loading & Unloading.
- b) Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.

9.DOOR COLLECTION AND DOOR DELIVERY

All dispatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.

10.VOLUME LOADS & FULL LOADS

- a) Volume Load: - Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment. Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment which occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than DGM as "Volume Load" and payable for full load.
- b) Full Load - Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book). Full Load Certification: Full load certification means, dispatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis. Full Load Certification" has to be given by the DGM.

11.TAXES AND DUTIES

- a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges,
- b) Goods Tax, Loading and Unloading enroute etc., except GST and power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- c) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.
- d) After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.

12.GST

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - (i) Vendor declaring such invoice in Form GST.
 - (ii) Receipt of Goods or Services and Tax invoice by BHEL.
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST

portal before submission of invoice to BHEL Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- g) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- h) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- i) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- j) GST is also applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

13.DIESEL PRICE VARIATION CLAUSE (DPVC)

- a) The rates agreed between BHEL and the Contractor will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -

For various vehicle categories, the freight rate will be divided into two elements viz.,

- (i) Fixed cost and
- (ii) (ii) Variable Diesel cost.

The percentage of fixed cost and the variable diesel cost shall be as prescribed in the Special Conditions of the Contract.

- b) The increase/decrease in the diesel price, PVC will be applied on the variable portion of the freight rate only. For example, if the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/decreased by 5.1%.
- c) The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is

more than 5% from the base/reference diesel rate.

- d) Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
- e) The reference diesel rate shall be the actual diesel rate as on date of Techno-Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Consigner's location.
- f) Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.
- g) Sample calculations: -

For a particular rate schedule of Category-T1 the finalized rate is Rs.3 per Km per MT. The fixed cost is Rs.2.1 (70%) and the variable cost is Rs.0.9 (30%). If the base diesel price increases from Rs.50 to Rs.52.5 (5%) rates will not be revised.

Further the diesel rate is increased to Rs.53 i.e increase is 6% then the variable portion alone will be increased to 6% i.e. $1.8 + (\text{Rs.}1.2 \times 6\%) = \text{Rs.}1.8 + \text{Rs.}1.272 = \text{Rs.}3.07$.

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

h) If the rate is increases to Rs. 56 i.e. increase is 12% then the variable portion alone will be increased to 12% i.e. $\text{Rs.}1.8 + (\text{Rs.}1.2 \times 12\%) = \text{Rs.}1.8 + \text{Rs.}1.344 = \text{Rs.}3.14$.

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

14.PENALTY FOR NON PLACEMENT OF VEHICLES

- a) Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/Site Office in the form of letter/email/telephone or any other mode of communication, the vehicles will have to be placed by the Contractor within stipulated period in the Special Conditions of the Contract.
- b) For delay in placement of vehicles after free time the penalty as stated in the Special Conditions of the Contract shall be imposed and deducted automatically from the bills of the Contractor.
- c) In case BHEL demands placement of vehicles even on Sundays or Holidays, the Contractor has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- e) No late placement penalty to be levied on Sundays/ Holidays, if maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.
- d) If any Contractor after allotment of a work of transportation, refuses to book the consignment or does not respond within the time, a penalty as prescribed in the Special Conditions of the Contract shall be levied on defaulter Contractor. BHEL may allot this work to any other Contractor approved in that category and half of penalty amount levied on defaulter shall be paid to the Contractor completing that work, as an incentive.
- f) In the event of 4 such instances consecutively or 8 such instances in totality, contract may

be terminated and the Security Deposit of defaulting Contractor may be forfeited.

- g) The Contractor booking time i.e. the notice time for placement of vehicle will be counted from morning 10 AM, for the Contractor booking done before 10 AM. Also, the Contractor booking time i.e. the notice time for placement of vehicle will be counted from evening 2 PM, for the Contractor booking done after 10 AM.

15. TRANSIT TIME & LIQUIDATED DAMAGES FOR DELAYED DELIVERY

The zone wise transit time specified in the Special Conditions of the Contract shall have to be ensured by the Contractor. Any failure shall entitle BHEL to recover liquidated damages at the rate prescribed in the Special Conditions of the Contract.

In cases where urgent delivery is requested by BHEL and the Contractor arranges delivery earlier than the normal stipulated time, the incentives shall become payable to the Contractor in accordance with the SCC, if so provided.

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

- a) Providing GPS is mandatory for all the categories of vehicles, except where waived by BHEL.
- b) The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle enroute, penalty at the rate, mentioned in the SCC, of the basic freight value will be levied.
- c) Missing of GPS information for few days between the journeys due to non-availability of network / week signal strength / repair of device etc., at remote locations may be considered for waiver of penalty for which approval has to be taken as per the appropriate waiver clause.

17. UPDATING OF DAILY VEHICLE MOVEMENT STATUS TO BHEL

The Contractor shall ensure updating of daily vehicle movement status to BHEL in the form and manner prescribed in the SCC. Failure to do so shall attract a penalty at the rate, mentioned in the SCC, of the basic freight value.

18. TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

- a) The consignments are to be ordinarily transported in the same vehicles without any transshipment enroute.
- b) Transshipment, if required due to some inevitable circumstances or to meet some contingency, can be done only with the permission of BHEL.
- c) If the consignment is transshipped without the permission of BHEL, penalty shall be levied as per the SCC.

19. DETENTION CHARGES

- a) Detention charges shall be paid extra for the period beyond free period as determined by

the SCC. Detention charges shall be payable as provided in the SCC if the vehicles are not loaded / unloaded / released within the stipulated time.

- b) For dispatches from BHEL, IN and EXIT will be taken for calculation of detention. Both IN and EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will be counted for calculation of detention.
- d) Loading & Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.
- c) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.
- d) Detention charges at BHEL premises shall be payable upon certification of an Executive not below the rank of DGM of the user agencies (Logistics / MM etc.)

Detention charges at unloading points at Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal. In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site. In such case the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by DGM of Commercial / end user.

20.POWER BLOCK / HEIGHT GAUGE CHARGES

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

21.MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES

- a) This multi-point collection charges shall be payable as per the rate prescribed in the Special Conditions of the Contract for all Consignment Categories.
- b) For the first point of loading, collection charges are not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.
- c) Example: If a vehicle is collecting 3MT from the first collection point and goes to the second collection point which is 10KM away from the 1st collection point, and picks up the load of another 4MT and then goes to the 3rd collection point which is 15 KM away from the 2nd collection point and picks up another 1 MT then it goes to the destination. In this case the multipoint collection charges will be as follows: -

1st point- No Collection Charges

2nd point- Rate X 10KM X 3MT

3rd point- Rate X 15KM X (3MT + 4MT)

- d) The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- e) The above logic will be applicable for multi-point door delivery also.
- f) If the Contractor has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
- g) For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.
- h) Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Logistics / MM / Purchase / Commercial etc.)

22.BILLS & PAYMENT

- a) The Contractor shall be paid in accordance with the rates agreed in the Special Conditions/Commercial Conditions of the Contract.
- b) The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.
- c) The actual dimensions of the consignment shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Contractor. Any bill without these actual dimensions will not be passed for payment and returned to Contractor.
- d) In regard to the weight of the consignment booked, especially in case of outward dispatches, BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- e) Excess Weight
 - i) Excess weight means, the weight of the consignment weight is found to be more than GMS weight.
 - ii) Payment will be made for the higher slab of the given category for which the vehicle has been called or the loading capacity of vehicle, whichever is lower. Loading capacity of vehicle (As per RC of vehicle) to be verified before loading of vehicle. The above is however not applicable for fast cargo and small and part load.

- iii) In case of small and part load, payment shall be made at actuals.
- iv) For the purpose of deciding category of vehicle, weight of the consignment shall be taken as the higher of the actual weight and volumetric weight of the consignment.
- v) However, variation (in excess) from Document weight / GMS weight to actual weight (i) Less than 1 MT for Trailer category (CC-I to CC-III), (ii) Lesser than 750 kg for Taurus Category (AA-II, AA-III& AA-IV) and (iii) Lesser than 500 kg for Lorry category (AA-I) will not be considered as excess weight for freight payment.
- vi) If excess weight is noted by the Contractors within the loading City, as the case may be, the matter shall be brought to the notice of the Contract Dealing Executive/User Department for necessary certification after weighment made at BHEL premises before certification.
- vii) If the excess weight is found enroute by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
- viii) If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of Sr. Manager.

Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT per KM basis of the respective rate schedule.

- f) Distance for freight payment
 - i) The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide/Google Map (latest edition).
- g) Mode of Payment: All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor. Wherever applicable, payments to be made to the Contractor, under this Contract can also be by way of "CHEQUE" within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor.

h) Discrepant Amounts

In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 39.

- i) Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein

above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.

- j) The Contractor agrees that no interest shall be payable by BHEL on any amount under this contract.

23. TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS

- a) The Contractors will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- d) The Contractors will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Contractor's obligations under this contract.
- e) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles.
- f) The Contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
- g) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.
- h) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- i) Contractors shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- j) All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

Contractors shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.

24. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE

The Contractor shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the

transportation of goods at his cost. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.

25.PROTECTION / SAFETY OF CONSIGNMENT

The Contractor shall ensure: -

- a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition.
- c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments.
- d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Contractor.
- e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.
- g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points.
- i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice.
- j) Where all measures have exhausted and still the consignment is held by the Contractor for a period of One Year or more, material shall be reshipped to the Consignor, without waiting for instructions on freight "To Pay". No demurrage shall be payable. In such cases, liability for to & fro freight will rest with BHEL.

26.STATUTORY OBLIGATIONS OF CONTRACTOR

- a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account.

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

27.ROUTE, SURVEY, PERMIT ETC.

- a) All consignments should be transported through the shortest route identified by the contractor from the road map of India published by the Survey of India & Motoring guide (latest edition) and approved by BHEL and freight payment will be restricted to the same. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.
- b) Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be approved by BHEL executive user agency or contracts department. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.
- c) It is the responsibility of the Contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
- d) In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES, etc. for speedy transportation.
- e) The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.
- f) The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.

28.INSURANCE COVERAGE AND CLAIM

- a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third party damages as per the Motor Vehicles Act, 1988.

- b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments.
- c) Position as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

29.DAMAGE / LOSS

- a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs.
OR
During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.
- b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.
- c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.
- d) In case of any visible damage/ suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.
- e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.
- g) Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted.
- h) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor.
- i) In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.

30. SECURITY DEPOSIT

- a) 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 shall be as per the SCC.

The contractor shall submit the security deposit in any of 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).
- 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)

- b) COLLECTION OF SECURITY: The entire security amount is to be deposited in advance. However, security may be collected in instalments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 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. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. 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.

- i. The security deposit shall not carry any interest.
- ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.
- ii. The validity of Security Deposit shall be up to the validity of contract plus three months.
- iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

- c) RETURN OF SECURITY DEPOSIT: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

- d) BANK GUARANTEES: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with

- i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii. The Bank Guarantee shall be as per prescribed formats.
- iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
- v. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

31.GOODS CONSIGNMENT NOTE (G.C. Note)

- a) G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- b) If G.Cs. are issued to the Suppliers without taking physical possession of materials, BHEL will have the right to terminate the Contract.
- c) Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Contractor and in such cases, it shall be the responsibility of the Contractor for the safe and timely delivery of the consignment.
- d) The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.
- e) More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.

32.TAX INVOICE

- a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.
- b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Contractor should demand the relevant duty forms as applicable.

33.DESPATCH & ENROUTE DOCUMENTS

- a) While accepting the consignments for transportation, the Contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Contractors responsibility.
- b) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from stores or User Department.
- c) The Contractor should ensure the collection of Form.31 at the time of booking the consignment
- d) Wherever Road Permit Form is issued to Transport Contractors, the Contractor should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Contractor which amounts to Rs.25,000/- per Form as on date.
- e) The Contractor at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
- f) If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.
- g) The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/CONTRACTORS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to noncompliance of the above on this account, will be debited to the Contractors.

34.ESCORT FOR CONSIGNMENTS

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

35.INDEMNITY

- a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to

any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents.

- c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
- d) The Contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes.
- e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.

36.FORCE MAJEURE

- a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
 - i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
 - ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - ii. epidemics, quarantine, and plague;
 - iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.
- b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.
 - i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.
 - ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.
 - ii. No delay or non-performance by either party hereto caused by the force majeure shall
 - iv. constitute a default or breach of the Contract; or
 - v. give rise to any claim for damages or additional cost or expense occasioned thereby.
 - vi. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

37.TERMINATION

a) Termination for BHEL's Convenience

- (i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.
- (ii) Upon receipt of the notice of termination under this clause the Contractor shall, either

immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.

(iii) In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination;

b) Termination for Contractor's Default

(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:

(ii). if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and

(iii). has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed;

(iv). persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract; then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.

(v). Upon receipt of the notice of termination under this sub clause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.

(vi). the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.

C. Termination by Contractor

(i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.

(ii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination.

38.ASSIGNMENT

The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

39.RESOLUTION OF DISPUTES

a) The Parties agree that if at any time (whether before, during or after the arbitral or

judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.

- b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- c) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.
- d) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.
- e) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.
- f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.
- g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.
- h) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.
- i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.
- j) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.
- k) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

SPECIAL TERMS AND CONDITIONS**1. SCOPE OF WORK:**

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

2. DIMENSIONAL DEFINITIONS OF CATEGORY-AA and CC:

The consignments having dimensions up to 488 cms in length, 205 cms in width and 205 cms in height are treated as normal consignments under Cat. AA & CC.

3. CATEGORY -AA (Truck Load):**3.1) CAT. AA-I**

3.1.1) Full load capacity of closed body truck weight up to 7 MT will be treated as "FULL TRUCK LOAD" under category AA-I. Consignments weighing above 5.5MT will be treated as full truck load and freight payment will be made for Minimum 7 MT. Freight charges will be computed at the rates applicable for AA -I category. In case the gross weight of consignments is more than 7MT the payment will be made for actual weight if truck is of higher capacity and payment will be made within loading capacity of vehicle. However, this will be considered only if the loading capacity of the vehicle higher than or equal to actual weight of the consignment and transporter will be required to attach self-attested a copy of RC in proof of the same along with his bill.

3.1.2) In case of AA-I minimum load is 5.5 MT for full truck load. In case of under load, prior approval from BHEL will be required. An executive (DGM or above) from Shipping department (for outward consignments), S&OM department (for free issue consignments) and Purchase department (for incoming consignments) will be competent authority for approval of under load consignments.

4. CATEGORY - "CC" (Trailer Load & its Dimensional Definitions):

4.1) The definition of "Trailer" for the purpose of Contract will be articulated vehicle i.e. trailer with Haulage equipment/prime mover. The trucks like Turbo, Taurus Tusker, LP Leyland, Open Body Truck or normal truck will not fall under the category of Trailor. Taurus may however be accepted as Trailor at the discretion of BHEL.

4.2) CATEGORY CC1: - In case of one or more than one pieces loaded on the trailer, following consignments shall be considered in the trailer load (Category CC-1)

Single piece consignments having weight above 15 MT up to 22 MT each or length measuring above 800 cms up to 1500 cms or width measuring above 250 cms up to 450 cms or height measuring above 250 cms up to 450 cms or in combination thereof will be treated as trailor consignments under category CC -1 irrespective of weight. Minimum chargeable weight is 22 MT. It is clarified that when a single package is of CC1 on the basis of length and width, as

defined above, irrespective of weight, it shall be treated as CC1 category.

Freight will be paid for 22 MT or the loading capacity of the vehicle placed, whichever is lower. In case the gross weight of consignments is more than 22 MT and up to 35 MT, the payment will be made for actual weight. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. In case where the total weight (actual weight) of all the consignments is less than or equal to 17 MT, it will be treated as under load and can be despatched due to contingency of work (such as urgency, high value, safety etc.) as full truck load only with prior permission of BHEL.

4.3) CATEGORY CC2: - In case of one or more than one piece loaded on the trailer, following consignments shall be considered in the trailer load (category CC2).

Single piece consignment having weight above 22 MT up to 27 MT. Freight will be paid for 27 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and unladen weight mentioned on RC. In case the gross weight of consignments is more than 27 MT and up to 35 MT, the payment will be made for actual weight. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

4.4) CATEGORY CC3: - Single piece trailer load consignments having gross weight above 27 MT up to 35 MT. Freight will be paid for 35 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Transporter will be required to get copy of RC verified before loading of vehicle with loading plan. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and unladen weight mentioned on RC.

4.5) COMMON TO MECHANICAL TRAILERS:

4.5.1) Consignment falling under Group CC1, CC2 and CC3 with length above 1400 cms and up to 1500 cms or width above 400 cms and up to 550 cms or height above 350 cms and up to 450 cms will be treated as extra-large consignments. Extra payment (whichever gives higher percentage to transporter) will be made for **any one dimension** i.e. such as length or width or height of the consignment. Extra payment shall be on the basis of slabs mentioned in the table given below:

For increase in length of every 0.50 M or part thereof above 14 m	Extra % on basic freight of full trailer	10%
For increase in width of every 0.25 M or part thereof above 4 M	Extra % on basic freight of full trailer	10%
For increase in height of every 0.25 M or part thereof above 3.5 M	Extra % on basic freight of full trailer	10%

Note: If on account of ODC, (Size above 12 x 2.5 x 2.5 Mtr.), any charges are paid by the Transporters to State Govt. Authorities, the same will be reimbursed on production of original receipt duly mentioning the reason of challan, vehicle No. & date of payment. However, if actual ODC charges are claimed against original receipts then NO EXTRA PAYMENT on account of ODC (as per table above) will be made.

As a special case, consignments not qualified for Trailer (CC1) category either by size or by weight may also be booked/ despatched through Trailer, with approval of competent authority of BHEL. Executive (DGM or above) from Shipping department (for outward consignments), S&OM department (for free issue consignments) and Purchase department (for incoming consignments) will be competent authority for approval of under load consignments. In such cases freight will be paid for CC1 category Trailer with minimum payable freight condition i.e. 22 MT or the loading capacity of the vehicle (as per copy of RC verified before loading of vehicle with loading plan), whichever is lower.

5. TAURUS LOAD

5. 1) CATEGORY – 'AA-II' (TAURUS):

Full load capacity of closed body Taurus trucks (10 wheelers, size 690 cmx 213cmx 213 cm) will be minimum 12 MT. Consignment weighing from above 7.0 MT to 12 MT will be treated as full Taurus truck load under category AA-II (however minimum required weight for transportation in this cat. Is 10 MT) and freight payment will be made for minimum 12 MT. In case of weight less than 10 MT it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as full Taurus load only subject to approval from BHEL Executive (not below the rank of DGM). Freight charges will be computed at the rates applicable for A-II category. In case, the truck is of higher capacity (beyond 12 MT), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 12 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery / loading.

5.2) CATEGORY-'AA-III' (TAURUS Loads):

Full load capacity of closed body Taurus trucks, (size 690 cm x 213 cm x 213 cm) will be minimum 18 MT. Consignment weighing from above 12 MT to 18 MT will be treated as full 12 wheeler Taurus truck load under category AA-III (however, minimum required weight for transportation in this cat. is 15 MT) and freight payment will be made for minimum 18 MT. Freight charges will be computed at the rates applicable for AA-III category. In case, the truck is of higher capacity (beyond 18 MT), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 18 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery/ loading.

5.3) CATEGORY-'AA-IV' (TAURUS Loads):

Full load capacity of closed body Taurus trucks, (size 690 cm x 213 cm x 213 cm) will be minimum 25 MT. Consignment weighing from above 18 MT to 25 MT will be treated as full 12 wheeler Taurus truck load under category AA-IV (however, minimum required weight for transportation in this cat. is 21 MT) and freight payment will be made for minimum 25 MT. Freight charges will be computed at the rates applicable for AA-IV category. In case, the truck is of higher capacity (beyond 25 MT), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 25 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery/ loading.

6. PAYMENTS:

6.1) The freight bills along with the proof of delivery for materials delivered will be presented to the concerned Division / Department of BHEL i.e. Shipping within 15 days from the date of

delivery of material at Varanasi and within 30 days 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.

6.2) 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.

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

6.4) 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.

6.5) 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. The submitted GRs should contain delivery date with stamp of consignee. The submitted GRs must be in original, however in exceptional case duplicate copy of GR with original sign of consignee. Freight bills shall be submitted in proforma attached at Annexure "E".

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

7.1) Vehicles as and when demanded by BHEL/ Venders/ Sub-Contractors/ Sites on BHEL's account with due prior requisitions vide email, telephone 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. 500/- (Rs. Five Hundred only)** for Trucks per vehicle per Day and **Rs. 1000/- (Rupees One Thousand 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 **30 % 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 Department.

7.2) Risk Purchase – 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) Revised requisition will be given simultaneously to all other transporters approved in that particular group and one who accepts first to place vehicle will be awarded the work. However, that work volume will be considered consumed by transporter to whom requisition was initially given (ref clause 7.2.a above).
- c) If none of transporter in para 7.2.b accepts to lift material, the load will be offered to other approved transporters.
- d) If none of approved transporters in para 6.3.c accepts to lift material, the consignment will be lifted from any other source in market.
- e) Any extra charges / loss incurred to BHEL dues to non-placement of vehicle will be recovered equally from all transporters approved under that group.

- f) Other than recovery in 7.2.e, a non-placement penalty of Rs 4500/- (for Trucks) and Rs 6000/- (for Trailers) will be imposed on transporter to whom requisition was initially given (ref clause 7.2.a above).

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

8.1) Prompt delivery of the consignments is of prime importance. Penalty will be levied for delay in delivery of consignments.

The time limit for running of vehicle should be as follows:

- | | |
|------------------------------------------------------------------|--------------|
| (a) Full truck loads - | 300 Kms/day. |
| (b) Trailer Category. | |
| (i) Trailer consignments (up to 35 MT) - | 175 Kms/day. |
| (ii) ODC consignments having length - | 100 Kms/day. |
| (Above 14 Mtr. or width above 4.0 Mtr. or height above 3.5 Mtr.) | |

If the consignments are not delivered within the normal transit time as above plus 2 days' grace time excluding the day of loading and unloading, penalty at the rate of **4%** per week or part thereof in case of full truck/ open truck/ trailer will be levied on the Transporter subject to a maximum of 40% of the total freight payable.

The penalty of **4%** given above may increase depending upon the performance of transporter. For details refer Annexure- G1 (Clause-6).

8.2) 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.

8.3) 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.

8.4) 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.

9. DISTANCE:

9.1) Minimum chargeable distance allowed will be 200 Kms.

9.2) 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.

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

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. **In extreme cases, where BHEL weigh-bridge weight slip is not available, by approval of DGM (Shipping), other weigh-bridge slip can be accepted.** 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 weighment is done/ possible. In case there is a representation for variation in actual weight to design weight, the weighment 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. As far as possible there will not be more than two delivery points at any station and in case it exceeds, then Rs. 250/ per point extra will be paid over and above the basic freight.

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. TRANSHIPMENT:

14.1) AA-I, AA-II, AA-III and AA-IV will be allowed with the permission of BHEL officer not below the level of DGM except in-cases where material is booked with special instruction on GR "No Transshipment" For trailer loads. Transshipment may be allowed with prior permission of concerned executive not below the rank of DGM only. The Trailer No. in which the material was originally loaded should be recorded in the G.R. for all incoming materials. In the event of failure of trailer anywhere in route prior written information will be given by transporter to BHEL with 72 hours of such failures mentioning the circumstances necessitating the transshipment. Failing this penalty of 5% of the freight amount will be levied. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. However, in case of smalls and part loads, transshipment is not barred but may be resorted to minimum possible extent.

14.2) Preference shall be given to Transporters providing vehicles having valid National permits for loading of consignments claims. Transporter not furnishing vehicles having National Permit shall not be considered.

14.3) In case of accident, the transporter or his authorized representative shall arrange to submit the following-

- i) A copy of FIR lodged in police station of area concerned
- ii) Inform the BHEL's underwriter and commercial & shipping deptt. / P&D deptt / Purchase deptt about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formality by incharge stores/ Commercial & shipping (not below the rank of DGM)

14.4) Non-authorized transshipment on 3 occasions or more during a month for incoming and outgoing consignments shall disqualify the concerned transporter for loading of consignment for one-month period.

15. DIESEL ESCALATION CLAUSE:

a) The rates agreed between BHEL and the Contractor will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -

For various vehicle categories, the freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Variable Diesel cost. The percentage of fixed cost and the variable diesel cost shall be as prescribed in the Special Conditions of the Contract.

b) The increase/decrease in the diesel price, PVC will be applied on the variable portion of the freight rate only. For example, if the diesel rate is increased/decreased by 5.1%, then the

diesel variable cost alone will be increased/decreased by 5.1%.

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

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

e) The reference diesel rate shall be the actual diesel rate as on date of Techno-Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Consigner's location.

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

g) Sample calculations: -

For a particular rate schedule of Category-T1 the finalized rate is Rs.3 per Km per MT. The fixed cost is Rs.2.1 (70%) and the variable cost is Rs.0.9 (30%). If the base diesel price increases from Rs.50 to Rs.52.5 (5%) rates will not be revised.

Further the diesel rate is increased to Rs.53 i.e increase is 6% then the variable portion alone will be increased to 6% i.e. $1.8 + (Rs.1.2 \times 6\%) = Rs.1.8 + Rs.1.272 = Rs.3.07$.

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

h) If the rate is increases to Rs. 56 i.e. increase is 12% then the variable portion alone will be increased to 12% i.e. $Rs.1.8 + (Rs.1.2 \times 12\%) = Rs.1.8 + Rs.1.344 = Rs.3.14$.

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

15.1) 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: -

15.2) The reference diesel rate shall be the actual diesel rate as on date of Techno-Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Consigner's location.

15.3) The PVC will be operated based on quarterly time slab.

15.4) The rates at which the work is awarded initially will remain firm for a period of three months without any PVC.

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

Applicable Rates – R

No. of Days for which applicable – N1

Total Number of Days in Three Months –N2

Average Rate for three months = $\Sigma (R \times N1) / N2$

The period of three months will be reckoned from a date, 15 days prior to date of a quarter. 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).

16. VEHICLE PLACEMENT & LIFTING:

16.1) 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.

16.2) 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.

16.3) 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.

21.4) 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.

16.5) 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.

17. DESPATCH PREFERENCE:

Transporters having branch office at destinations will be preferred in order to resolve commercial issues.

18. SMALL LOAD CERTIFIED AS FULL TRUCK LOAD:

Generally, small loads should not be allowed as full truck loads. However, because of urgency or other reasons, where smalls load has to be dispatched as full truck load, this should be authorized in advance by the competent authority not below the rank of DGM of BHEL.

19. MIX-LOAD FREIGHT:

In case of mixed loading, payment of freight in the higher category up to minimum chargeable weight of that category will be payable and for loads above minimum chargeable weight, payment for actual category will be made subject to following:

19.1) Extra freight shall be paid at the approved freight rate for AA-II category unless the additional consignments (beyond minimum chargeable weight) belong to CC-1/CC-2 or other higher rated category.

19.2) This shall be applicable for even those transporters who are not approved in such lower weight category.

20. 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.

21. 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.

22. VEHICLE CATEGORISATION:

In case transporter carries higher category consignments in lower category of vehicles, the freight will be paid as per the Category of vehicle used. It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimension.

23. DETENTION CHARGES:

The detention charges shall be payable @ Rs. 500/- per vehicle per day on each occasion subject to detention of vehicle in BHEL plant/ site beyond a period defined as given below: -

DAY OF ENTRY + DAY OF EXIT + ONE WORKING DAY.

However, in such cases transporter will have to submit proof of entry and exit timings of vehicle in the BHEL plant/ site. However, such penalty will not be payable by BHEL in cases where the detention is due to Force Majeure Condition or not due to BHEL / BHEL's customer / BHEL's supplier. Regarding detention of vehicles of transporters carrying export consignments at Octroi/ Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/ clearance etc. at Octroi/ Naka etc. are done by BHEL ROD Mumbai. Therefore, any detention in clearance is BHEL responsibility. Thus the provision of non-payment of detention charges at Octroi/ Naka is not applicable in these cases.

24. PERFORMANCE REVIEW:

The performance of Transporters 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.

25. HILLY AREA FREIGHT

Not applicable.

26. 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 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.

27. MECHANICAL BREAKDOWN OF TRUCKS / TRAILORS

In case of breakdown of truck/ trailer with consignment remaining intact, the transporter at his own risk and cost may do the transshipment on another truck safely and deliver the consignment to the consignee after taking permission of incharge stores/ Shipping deptt (not below the rank of DGM). No relaxation will be given in delivery period as per clause No.7.

28. UNSAFE/ DAMAGE/ BLOCKED ROUTES/ ROADS NOT EXISTING

In case of trucks on the way/ road washed away/ roads blocked due to land slide or mud slide, transportation through alternate route can be allowed by incharge stores/ Shipping deptt (not below the rank of DGM) on submission of documentary proof thereof e.g. photos and press reports etc. by the transporter under warranting circumstances.

29. 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).

30. 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.

31. 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

32. 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.

33. 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.

34. 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 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-21 of annexure- "C" shall also be applicable.

35. 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.

35.1) 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.

35.2) 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.

35.3) 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.

35.4) 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.

35.5) 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.

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

35.7). The Transporters should give daily feedback on movement/ reach of urgent/ full truck/ Taurus (10 wheeler)/ trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system equipment. This shall help in getting fast & accurate intimation about the vehicle location/ reach & ultimately shall improve the operating efficiency.

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

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

35.10) 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.

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

37. GST LAW COMPLIANCE

37.1- Unregistered transporter and GST to be paid on reverse charge basis:

Reverse Charge under GST:

(a) Transporter has to submit invoice within 30 days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.

(b) In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc. if any.

37.2- Transporters registered under GST and tax to be paid on reverse charge basis:

Transporters to ensure filing of GST returns on time giving details of all invoices raised on BHEL. Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter.

An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.

(a) Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.

(b) In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any.

37.3- Transporter registered & GST payable on forward charge basis:

GST to be submitted on time and copy of challan to be submitted along with bill for claiming payment.

All GST returns to be submitted on time giving details of all invoices raised on BHEL during the period.

Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from contractors.

An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.

E-WAY BILL PART B: Whenever goods are being transported to transporter godown, e-way bill to be generated by transporters.

38. GPS and Daily Status

Contractor will strive to place GPS enabled vehicles for daily status updates. However, GPS installation is not mandatory for bill processing and payment purpose.

ANNEXURE –“D”**TENDER NO.: HERP/WCM/TRC/2025-27****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M01 Group**

Bill of Quantity (BOQ) / Estimate							
Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate Rs per MT per KM	Freight Value (Rs)
				1	2	3	
M01	Distance up to 500 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	273339	17.30%		0.1730 X 1
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	309317	14.98%		0.1498 X 1
		Closed Body Truck (12 wheeler) Consignment weight above 12 MT to 18 MT	A-III	329932	15.80%		0.1580 X 1
		Closed Body Truck (12 wheeler) Consignment weight above 18 MT to 25 MT	A-IV	150000	7.13%		0.0713 X 1
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	673001	42.35%		0.4235 X 1
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	15986	0.81%		0.0081 X 1
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	30440	1.63%		0.0162 X 1
			Total	1782015		TOTAL	X1

Note: -**1) Formula for calculation per MT-KM rates: -**

- A) Value of each category (col-4) = Total value quoted in Group (X1) 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))

2) The quantities given above are tentative and may vary.**3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.****4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**

ANNEXURE –“D”**TENDER NO.: HERP/WCM/TRC/2025-27****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M02 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate Rs per MT per KM	Freight Value (Rs)
				1	2	3	
M02	Distance 501 to 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	920139	25.68%		0.2568 X 2
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	1033928	23.25%		0.2325 X 2
		Closed Body Truck (12 wheeler) Consignment weight above 12 MT to 18 MT	A-III	1201766	23.04%		0.2304 X 2
		Closed Body Truck (12 wheeler) Consignment weight above 18 MT to 25 MT	A-IV	150000	2.70%		0.0270 X 2
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	802554	20.16%		0.2016 X 2
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	146073	3.90%		0.0390 X 2
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	50000	1.27%		0.0126 X 2
		Total		4304460		TOTAL	X2

Note: -**1) Formula for calculation per MT-KM rates: -**

A) Value of each category (col-4) = Total value quoted in Group (X2) 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))

2) The quantities given above are tentative and may vary.**3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.****4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**

ANNEXURE –“D”**TENDER NO.: HERP/WCM/TRC/2025-27****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M03 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate Rs per MT per KM	Freight Value (Rs)
				1	2	3	
M03	Distance more than 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	1254570	17.99%		0.1799 X 3
		Consignment weight above 7 MT and up to 12 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	1544816	17.06%		0.1706 X3
		Closed Body Truck (12 wheeler) Consignment weight above 12 MT to 18 MT	A-III	1656085	18.88%		0.1888 X 3
		Closed Body Truck (12 wheeler) Consignment weight above 18 MT to 25 MT	A-IV	150000	1.76%		0.0175 X 3
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	2572473	40.41%		0.4041 X 3
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	129531	1.65%		0.0165 X 3
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	167910	2.25%		0.0224 X3
		Total		7475386		TOTAL	X3

Note: -**1) Formula for calculation per MT-KM rates: -**

- A) Value of each category (col-4) = Total value quoted in Group (X3) 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))

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

3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.

4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.

ANNEXURE-"E"**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	Actual Weight	Distance	Consignment Category	Rate	Freight	Door delivery Charges	Other Charges \ Toll	PO / FIM NO. & Date	Vehicle No.	Remark

Total amount in words

Signature of
Transporter

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/2025-27
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 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 3 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 of group M01 or M02 or M03 or so on M10 as per Annexure-M and not for any specific categories.	Yes/No	

16.	Any other information	Yes/No	
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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)

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) As per Clause 22 Annexure -"C" of contract the transporter having branch at / near destination are to be preferred. Roster will be made for allotment of work for destination (Annexure - "I") as per dispatch plan given by Shipping deptt. for each consignment being booked by all the approved transporters from BHEL to various customers.

2) As per Clause 29 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, Full Truck and Trailer loads.

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 -7.1 and para - 7.2 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 smalls.

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.

RATING FACTOR

Weightage

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 20 th days	(+ 5)
c)	Submission after 20 th days	(0)

TENDER NO. HERP/WCM/TRC/2025-27

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/2025-27**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	CHINYALISAU 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	PARICHHHA	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	UNCHAHAHAR	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/2025-27

TENTATIVE LIST OF BANKERS (For Bank Guarantee)

1. State Bank of India
2. State Bank of Hyderabad
3. State Bank of Travancore
4. Bank of Baroda
5. Canara Bank
6. Punjab National Bank
7. Deutsche Bank
8. HDFC Bank Ltd
9. CITI Bank N.A.
10. Standard Chartered Bank
11. ICICI Bank
12. IDBI Bank
13. HSBC Ltd.
14. ABN Amro Bank

Note: Contractor should have Confirmation of updated list of banks from BHEL at the time of submitting of Bank Guarantee.

TENDER NO. HERP/WCM/TRC/2025-27

Format of Bank Guarantee for Security Deposit will be provided by BHEL Executing Department after award of work.

TENDER NO. HERP/WCM/TRC/2025-27

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		

	<p align="center"><u>Guidelines to Contractors</u> <u>filling up the Registration Form</u></p>	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

1. Registration Form may be obtained from BHEL website www.bhel.com.
2. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit/ Power sector Region.
3. The Contractor Registration Form has three sections:


Section-I: COMPANY PROFILE AND GENERAL INFORMATION

Section-II : RESOURCES OWNED BY THE COMPANY

Section-III : WORK EXPERIENCE

For each of the Work experience format filled up, the following needs to be attached:

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
 - ii) Completion Certificates (Any one of the following):
 - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
 - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
 - c) Self attested copies of 'Final Bill' verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
 - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
 - iii) Relevant documents for each 'WORK EXPERIENCE' format being filled up are to be submitted.
4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention "Not Applicable". The form is to be signed by the authorised signatory.
 5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
 6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
 7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
 8. Incomplete forms will be rejected.
 9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
 10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
 11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

	Check List for Contractor Registration Form	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	II of II

Sl.No.	Check-Point	Yes/No
1.	Information against all points under “Organizational Information “ has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Technical requirements, specifications, drawings ,standards have been received from BHEL before filling up Technical Competence.	
4.	All the parts of the form & enclosures have been signed by Authorised Signatory.	

Signature & seal

Date :

(Authorised Signatory)

Note: This check list is to be attached with the filled up Contractor Registration Form.

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.1 GENERAL INFORMATION

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<u>Name of Company seeking Registration:-</u>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<u>Registered Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.4	<u>Head Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.5	<u>Mailing Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.6	<u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u> Name & Address ➤ Tel No : ➤ Fax No : ➤ Email ID:	

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

		Remarks by BHEL, if any
1.1.7 i	<u>Branches:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
iii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
1.1.8 i	<u>Sister Concerns if any:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

1.2.1	TYPE OF COMPANY (please tick “√” <u>any one</u> applicable)	Documents to be submitted	Remarks by BHEL, if any
i	Govt of India Undertaking <input type="checkbox"/>		
ii	State Govt Undertaking <input type="checkbox"/>		
iii	Public Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
iv	Private Limited Company <input type="checkbox"/>	Memorandum and Articles of Association	
v	Co-operative Society <input type="checkbox"/>	Society Rules and Byelaws	
vi	Partnership Firm <input type="checkbox"/>	Partnership deed	
vii	Proprietorship <input type="checkbox"/>	Professional Tax Registration & Municipal Registration	
viii	Any Other (specify) <input type="checkbox"/>	Supporting documnts	

1.2.2	DIRECTOR/PARTNER/OWNER/PROPRIETOR INFORMATION	Position Held In Company	Remarks by BHEL, if any
i			
ii			
iii			
iv			

1.2.3 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.

NAME :
 STAFF NO. :
 DESIGNATION :
 Unit & DEPARTMENT :
 RELATIONSHIP :

1.2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :
 STAFF NO. :
 DESIGNATION :
 UNIT & DEPARTMENT :
 DATE OF LEAVING SERVICE :

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.3 REGISTRATION PARTICULARS

Sl No	Description (PLEASE INDICATE PARTICULARS IN THE SPACE PROVIDED FOR EACH)	Required for	Documents to be submitted	Remarks by BHEL, if any
a	INCOME TAX (PERMANENT AC NO):-	All categories	Copy of Certificate	
b	SERVICE TAX REGISTRATION	All Categories	Copy of Certificate	
c	Sales Tax VAT Registration Number and Date :			
	1	As applicable	Copy of Certificate	
	2.	As applicable	Copy of Certificate	
	3.	All categories	Copy of Certificate	
	4.	As applicable	Copy of Certificate	
	5.	As applicable	Copy of Certificate	
d	PF Registration	All categories	Copy of Certificate	
e	CPWD/Government Organisation	As applicable	Copy of Certificate	
f	Geological Survey Of India/Equivalent	For Geo Tech Investigationsetc	Copy of Certificate	
g	IBR	For Boiler and IBR Piping	Copy of Certificate	
h	Contractorship License for Electrical Works (from any State/Union Territory of India)	For Electrical Works	Copy of Certificate	

1.4	MANPOWER	Remarks by BHEL, if any
A	Organisation Strength (In number): (please submit Organisation Chart)	

B	List of Key Persons on rolls of the Company				
	Category	No of persons in the Company	Qualification	Total work experience	Remarks by BHEL, if any
i	Resident Managers/Resident Engineers				
ii	Site Engineers (Erection & Commissioning)				
iii	Site Engineers (Quality)				
iv	Site Safety Co-ordinators				
v	Site Supervisors				
vi	Skilled Workmen				
vii	Others				

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.5 OTHER PARTICULARS

A	Registration with BHEL and Other Firms	Registration/ Empanelment Number	Registration/ Empanelment valid upto	Document to be submitted	Remarks by BHEL, if any
	i	BHEL/Northern Region		Documentary evidence	
	ii	BHEL/Eastern Region		Documentary evidence	
	iii	BHEL Southern Region		Documentary evidence	
	iv	BHEL Western Region		Documentary evidence	
	v	Electricity Boards		Documentary evidence	
	vi	NTPC/other Public Sector/Private Sector		Documentary evidence	
	vii	PWD/Railways		Documentary evidence	

B BANKING DETAILS OF COMPANY			
	Information of Bank Account of Company	Document to be submitted	Remarks by BHEL, if any
	<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/RTGS) is to be submitted</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 9. Details of other Bankers (for reference purpose only) <p>NOTE : CONTRACTORs who have already submitted the above information are requested to submit a copy of the same</p>	Information of Bank Account of the Company, duly endorsed by the Bank	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.6	QUALITY SYSTEMS	Certificate Number and Valid upto	Document to be submitted	Remarks by BHEL, if any
A	Accreditation to ISO 9001		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
B	Accreditation to ISO 14000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
C	Accreditation to OHSAS 18000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
D	In House Quality Systems		Copy of quality manual .	

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

Sl No	Financial Information	Financial Value in Rupees in Lakhs (Audited)		Remarks by BHEL, if any
		Year	Value in Rupees in lakhs	
i	NET WORTH (Latest) Paid up Share Capital* + Reserves			
ii	SALES/TURN OVER (Last three Financial Years)			
		Average		
iii	CASH PROFIT (PAT + Non Cash Expenditure viz Depreciation) (Last three Financial Years)			
iv	Whether CONTRACTOR has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)		YES/NO	
v	Whether CONTRACTOR is a potential sick Company (If 'YES' enclose details)		YES/NO	
vi	Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for the last three (3) years to be submitted.			
vii	Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.			

Legend:

: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

RESOURCES

A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year	Quantity	Remarks

1. Please indicate all important T&Ps, Machinery owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year of make	Quantity	Next Calibration due	Remarks

1. Please indicate all important Inspection, Measuring and Testing Equipments owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

- C) TIEUPS or RATE CONTRACTS ENTERED INTO BY THE COMPANY FOR PROVIDING VARIOUS SERVICES WHICH THE COMPANY PROPOSES TO INDICATE

SL NO	SERVICES FOR WHICH TIEUPS / RATE CONTRACTS ENTERED FOR PROVIDING SERVICES	PLEASE INDICATE WHETHER SHORT TERM (1 YEAR) OR LONG TERM (ABOVE 1 YEAR)	Remarks

1. Please indicate all important Tie Ups entered by Company for providing various services
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION – III: Work Experience

(use separate sheet for each CATEGORY/CODE)

WORK EXPERIENCE (in the last 5 years period ending on the date of submission of Application)

(use additional sheets if required)

GROUP	PACKAGE	CATEGORY	CODE

Sl no	Full Postal Address of Client and Officer in Charge	Brief description of Work & Quantities	Work Order No and date	Value of Contract in Rupees in Lakhs	Time schedule (in months)	Contractual Date of Completion	Actual date of completion	Present Status (of ongoing job)	Documents attached in support of columns (i) to viii)
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
1									
2									
3									

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

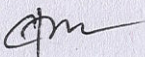
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

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



Section 5 - Previous Transgression

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

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

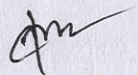
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all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

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

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

Section 8 -Independent External Monitor(s)

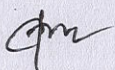
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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



Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

(C.P. Yadav)
Manager (WCM)

For & On behalf of the Principal
 (Office Seal)

Place Varanasi
 Date 17/10/22

Witness: _____
 (Name & Address) _____

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

Witness: _____
 (Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

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

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)
Name: C. P. Yadav
Deptt: WCM
Address: BHEL-HERP, VARANASI
Phone: (Landline/ Mobile) 8052365666
Email: cprabhakar@bhel.in
Fax: _____

(2)
Name: N. C. Halder
Deptt: Commercial and WCM
Address: BHEL-HERP, VARANASI
Phone: (Landline/ Mobile) 8874200822
Email: nch@bhel.in
Fax: _____

cm
17/10/22