



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad – 502 032

Phone: 040-23182190/4429/8333090575

E-mail: msmurmu@bhel.in

NOTICE INVITING TENDER

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two-part bid from eligible /Contractors, who fulfil qualification criteria as stipulated in NIT, for the work, **“Transportation of material from BHEL to Sub-Contract vendors/companies and vice-versa & shifting of scrap from different block to 32 stores, 2025”**.
2. The tender documents are available in the <https://eprocurebhel.co.in/nicgep/app> being e-tender, the Techno-Commercial Bid and Price Bid shall be submitted online through e-tender portal <https://eprocurebhel.co.in/nicgep/app> The bidders shall be required to submit their offers in 2 separate parts: Part-A - Techno-Commercial Bid along with RTGS/NEFT for EMD and Part-B - Price Bid. Both bids are to be duly signed, stamped, scanned and to be uploaded in <https://eprocurebhel.co.in/nicgep/app> Hard copy of offer is not required to be submitted to BHEL-HPEP. Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-HPEP.
3. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on <https://eprocurebhel.co.in/nicgep/app> only.

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1. NOTICE INVITING E-TENDER

1.	E-Tender Notice No	:	N0AYX00209
2.	Tender Type	:	Open Tender-Two Part (e-Tender)
3.	Name of work	:	Transportation of material from BHEL to Sub-Contract vendors/companies and vice-versa & shifting of scrap from different block to 32 stores, 2025
4.	Estimated value of work	:	SCH -I, (Auto/Van) - Rs. 36,69,500/-
			SCH - II, (LCV) - Rs. 33,14,550/-
			SCH - III, (HCV) - Rs. 33,29,250/-
			SCH - IV, (Taurus) - Rs. 31,20,000/-
			SCH - V, (Trailer) - Rs. 12,60,000/-
			SCH - VI, (Trailer (ODC)) - Rs. 37,70,000/-
			SCH - VII, (Tipper) - Rs. 14,10,000/-
5.	Earnest Money Deposit (EMD)	:	<p>Rs. 2 lakhs (Rupees Two Lakhs only) EMD will be waived off for MSE vendors on submission of valid documentary proof.</p> <p>EMD shall be paid preferably in the EFT form (receipt shall be uploaded), EMD taken other than EFT mode i.e., Banker's cheque/ Pay order/ Demand draft, in favour of BHEL, should be forwarded in original, physically / couriered to MGR/CMM-Stores, 36/11 Annexe, BHEL, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline. The scanned copy of the same should be uploaded in eProcurement site.</p>
6.	Date of Notification	:	20.06.2025 - 1030 Hrs.
7.	Last date for receipt of tender	:	30.06.2025 - 1100 Hrs.
8.	Date and time of tender opening	:	30.06.2025 - 1400 Hrs.
9.	Period of contract	:	24 Months from the date of awardal of contract.
11.	Mode for submission of offer	:	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal i.e. https://eprocurebhel.co.in/nicgep/app
12.	Corrigendum/Extension if any,	:	All corrigenda/ addenda/ amendments/ time extensions/ clarifications, etc. to the Tender will be hosted on BHEL NIC portal only (https://eprocurebhel.co.in/nicgep/app) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.

2. CONTARCT WORK DESCRIPTION (Scope)

Case a) SCHEDULE: I-VI

- ➔ Transportation of the raw materials like plates, pipes, channels, angles, beams, rounds, forgings, castings etc., by using vehicles **Van/LCV/HCV/Taurus/Trailer** in good running condition as per MV Act to ply between BHEL and BHEL Ancillaries located in Twin Cities, Patancheru, Muttangi, Isnapur, Nacharam, Medchal and other areas, Max. distance is 80 km/Trip, (Trip is from BHEL Hyderabad to Last Vendor and Vice - Versa).
- ➔ Provide vehicles as per indent along with skilled driver. (Prior information shall be given).
- ➔ Fuel is in the scope of transporter.
- ➔ Transporter must ensure all statutory clearances for vehicle operations and the cost incurred to be borne by transporter itself.
- ➔ For schedules III, IV, V & VI helper should accompany the vehicle.
- ➔ Any tolls, taxes, road permits for plying vehicles is in the transporter scope.
- ➔ The contract shall be valid for a period of 02 Years.

Case b) SCHEDULE: VII

- ➔ Provide Tipper with telescopic trolley along with skilled driver (10MT carrying Capacity) for shifting of scrap generated across different blocks of factory area to scrap yard.
- ➔ Fuel is in the scope of transporter.
- ➔ Transporter must ensure all statutory clearances for vehicle operations and the cost incurred to be borne by transporter itself.
- ➔ The contract shall be valid for a period of 02 Years.

3. PREQUALIFICATION REQUIREMENTS

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

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet and Profit & Loss account for last 3 years – certified by Chartered Accountant), should be as per the table listed below. Further, the transporter fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years’ turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of similar nature ***(Similar nature relates to Transportation of material/goods using vehicles Van/LCV/HCV/Taurus/Trailer/Tipper)*** during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount as shown in below table of each schedule.

OR

 - b. Two similar completed works each costing not less than the amount as shown in below table of each schedule

OR

 - c. One similar completed work costing not less than the amount as shown in below table of each schedule.

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

Schedule	Category of Vehicle	Avg. Annual Turnover for past 3 years should be (In Lakhs)	If 3 works completed, value of each work should not be less than (In Lakhs)	If 2 works completed, value of each work should not be less than (In Lakhs)	If 1 works completed, value of each work should not be less than (In Lakhs)
I	Auto/Van	5.50	7.34	9.17	14.68
II	LCV	4.97	6.63	8.29	13.26
III	HCV/OT	4.99	6.66	8.32	13.32
IV	Taurus	4.68	6.24	7.80	12.48
V	Trailer	1.89	2.52	3.15	5.04
VI	Trailer (ODC)	5.66	7.54	9.43	15.08
VII	Tipper	2.12	2.82	3.53	5.64
Total Value		29.81	39.75	49.68	79.49

Similar Works means any experience relevant to transportation of materials/goods using vehicles Van/LCV/HCV/Taurus/Trailer/Tipper

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

- iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) Transporters can submit turnover documents relevant to the schedule or higher schedule for qualification to the particular schedule.
- vi) GST Registration number (Copy of GST registration to be enclosed).
- vii) **Experience and turnover as per the above listed table are to be submitted for the schedule participated. Failing which, they shall be liable for rejection.**

If any transporter, participates for more than single schedule, then they shall submit the cumulative of experience and turnover of those schedules as per the table listed above. Failing which, they shall be liable for rejection.

4 . CHECK LIST FOR TECHNO - COMMERCIAL BID

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE : _____

NAME OF THE PERSON TO BE CONTACTED:

TELEPHONE NO. (OFFICE) : _____

(RESIDENCE) : _____

(MOBILE) : _____

e-Mail : _____

PAN : _____

01.00	Status of the firm (Please tick in the appropriate box)	
01.01	Public Limited Company	
01.02	Private Limited Company	
01.03	Partnership firm	
01.04	Proprietary Firm (Single ownership)	
01.05	Others	
02.00	PAN No.	
03.00	Service tax registration No. GST REGISTRATION NUMBER	
03.01	State in which registered	
03.02	Type of GST Registration : Composite or Regular (Indicate Composite or Regular)	
03.03	Whether Casual Taxable person or non- resident taxable person or regular taxable person	

04.00	Place from where the services are rendered	
05.00	Banker's Name & Address	
06.00	Bank A/C No. & Branch	
07.00	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08.00	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex. 2021-22, 2022-23 and 2023-24	
09.00	Details of tender document cost (DD / EFT number.) (DD has to be enclosed along with Technical bid).	Amount : DD No : DD date : Bank : Branch :
10.00	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) (a) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: 1. Awardal Copy 2. Agreement Copy 3. TDS/Form 26AS Otherwise bid will be liable for rejection.	
11.00	Copy of Power of Attorney / Partnership Deed (If Applicable)	
12.00	Memorandum of Articles of the Company/valid Registered Partnership Deed where ever applicable duly attested by Notary.	
13.00	Copy of Income Tax proof having submitted the returns for Financial year	
13.01	2021-22	
13.02	2022-23	
13.03	2023-24	
14.00	Turn over (Rs. In crores) for the financial years (duly audited / certified by a Practitioner Chartered Accountant registered with Institute of Chartered Accountants of India)	
14.01	2021-22	

14.02	2022-23	
14.03	2023-24	
15.00	Whether quoted for	Tick Yes/No
15.01	Schedule – I	Yes/ No
15.02	Schedule – II	Yes/ No
15.03	Schedule – III	Yes/ No
15.04	Schedule – IV	Yes/ No
15.05	Schedule – V	Yes/ No
15.06	Schedule – VI	Yes/ No
15.07	Schedule – VII	Yes/ No
16.00	Confirm whether the duties and taxes existing on this day of submission are considered while submitting the tender.	
17.00	Confirm acceptance of owing responsibility for penalty/levies, due to non-compliance of any applicable Act Viz. MV Act. Existing in the respective state.	

This is to certify that we shall abide by the terms and conditions of E-Tender No. N0AYX00209

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

PART A

Annexure A

INSTRUCTIONS TO BIDDERS

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

1. PROCEDURE TO SUBMIT TENDERS:

- 1.1 Bid to be submitted only electronically by logging to e-Procurement portal <https://eprocurebhel.co.in/nicgep/app> . Physical submission of Bid shall not be accepted.
- 1.2 Tender is a two-part bid system. The tender documents consist of Part – A and Part - B as detailed below: Part ‘A’: Techno-commercial Bid along with EMD and Part ‘B’: Price Bid shall be submitted duly signed, scanned and to be uploaded in e-Procurement portal <https://eprocurebhel.co.in/nicgep/app>.
- 1.3 The Bidder shall not indicate the price or rate in PART-A: Techno-commercial bid. The Bidder shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL’s Terms & Conditions may liable to be rejected as Non-responsive/non-conforming and non-acceptable.
- 1.4 Part ‘B’ – Price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL i.e. BOQ Template. Price bid will be opened in respect of those Bidders who are qualified in Techno- Commercial Bid.
- 1.5 The tender forms both Part ‘A’ & ‘B’ duly filled in all respects shall be signed & stamped on each page by the Bidder. Any alteration, erasure or over-writing will render the tender invalid. However, alteration neatly carried out and duly attested over with the full signature of the Bidder is permitted.
- 1.6 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.7 The Bidder should submit the Bid documents intact without detaching any page or pages.
- 1.8 Before making the offer, the Bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 1.9 The agency should affix his signature at the end of each page of the document and enclosed supporting documents (by bidder) also with Stamp/Seal.
- 1.10 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.

- 1.11 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the transporter if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 1.12 PRICE BID The tender percentage should be quoted on ESTIMATED AMOUNT of each schedule in BOQ template after careful study of the actual job requirement, so that, in case the contract is awarded, Bidder should not express any difficulty in execution of the contract.
- 1.13 For any further details required **MANAGER/STORES-CMM** BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182190/4429.
- 1.14 VALIDITY OF RATES: The rates quoted should be valid for **120 days** initially from the date of opening of the Techno-Commercial bid.
- 1.15 The transporters shall be required to quote the rates against each schedule participated (both in figures and words).

2. REVERSE AUCTION:

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for Reverse Auction (RA).

BHEL shall be resorting to Reverse Auction (RA) Guidelines as available on www.bhel.com

or

<https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202024%20%281%29.pdf> for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

3. AWARD OF WORK:

- a) On Completion of RA/Negotiation, BHEL shall award the work to the successful L1 Bidder after acceptance the quotation. The award the work shall be placed on the bidder through Letter of Intent/Work Order mentioning full details of description of work, payment terms and rate per unit of work.
- b) BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

Distribution of work based on tender priority (Splitting of Contract):

Work distribution shall be limited to maximum of TWO technically qualified bidders in the ratio (60:40) \pm 3%, subject to the next highest bidder in the order of tender ranking other than L1 bidder accepting counter offer.

In case none of the other bidders accepts counter offer, the total load shall be executed by L1 bidder only.

4. DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) above.
 - iii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be rejected.
5. While quoting their rates, the Bidders are advised to consider the likely expenditure, taxes, toll taxes/Road permits and what so ever, etc., **excluding GST** which is incidental for transit and in deploying the vehicles during the operation of Contract.
 6. Copy of Income Tax Returns certified by chartered accountant for the financial years **2021-22, 2022-23 and 2023-24** to be submitted along with Techno-Commercial Bid.
 7. The bidder is responsible for any penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the bidder.
 8. In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who has been authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm. **A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender. Unregistered Partnership Firms will not be considered.** BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
 9. The successful Bidder whose tender is accepted for awarding the contract shall enter into a contract at his cost on a valid Non-Judicial Stamp Paper of value Rs. 200/- (Rupees Two Hundred only). BHEL's communication / contact point will be the local office at Hyderabad.
 10. The transporter should have an office in Secunderabad/Hyderabad/Patancheru with an e-mail facility. Indents will normally be sent through E-mail/letter to representative. However, the successful transporter should engage a Supervisor / Representative for connected work with BHEL. Non-receipt of E-mail shall not be entertained as an excuse for not placing the required vehicle.
 11. BHEL reserves the right to accept or reject any of the bid / all bids or cancel / withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL. Conditional

tenders, tenders containing absurd or unworkable rates and tenders not in accordance with tender condition during the tender evaluation process shall be rejected.

12. BHEL reserves its right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act and TSMV Rules.
13. The transporter shall indemnify and compensate BHEL for any loss or damage to the property of BHEL occurring due to transporter/his vehicles/his workmen/representatives' negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the Security Deposit paid by the transporter or from the freight bills or any sum due to him by BHEL. **BHEL, Hyderabad is not responsible for any injuries to the transporter's personnel inside/outside the company premises.**
14. Transporter shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
15. The BHEL Bank account details for payment of EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

- (Vendors to furnish this mandate on their Letter Head.)
- Ref No:
- Date:
- Ref No.
- To
Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 502 032
- Dear Sir,
- Sub: Details for National Electronic Fund Transfer
- We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below
- A. Sup code (As per PO/SCO) / Staffno :
B. (Name as per PO/SCO) :
(Retd Employee to indicate address here)
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. e-mail address of Beneficiary :
F. City (of Beneficiary) :
G. Bank Name :
H. Branch (of Bank) :
I. A/c Number :
J. A/c type (Savings or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :
- Thanking you,
- (Signature with Seal) Authorised Signatory
Authorised Signatory Name
Name Designation
Designation
- Certified that the particulars furnished above are correct as per our records
- Date
- (Signature of authorized official of bank)
Bank Stamp

17. Earnest Money Deposit:

- i) An amount of Rs. **2 Lakhs (Rupees Two Lakhs only)** towards EMD shall be submitted by Bidder along with Technical Bid in the following ways:

Modes of deposit: The EMD may be accepted only in the following forms:

- a) Electronic Fund Transfer (EFT) credited in BHEL account (before tender opening)
- b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

EMD taken other than EFT mode, should be forwarded in original, physically/ couriered to MGR/CMM-Stores, Engineering building, ground floor, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline. The scanned copy of the same should be uploaded in e-Procurement site.

- ii) No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- iii) Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- iv) EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- v) EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - c) EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

18. Security Deposit:

Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent (15 days from the issuance of Letter of Intent/Work Order). Security Deposit should be collected from the successful tenderer.

- i) The total amount of Security Deposit shall be 5% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

- a) Local cheques of Scheduled Banks (subject to realization) Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and the same is enclosed at Annexure-E. The claim period under the BG shall be valid for 3-6 months after expiry of the contract. The Bank Guarantee will be accepted from the list of Banks mentioned at Annexure-F.
 - c) 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)
 - d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- ii) At least 50% of the required Security Deposit to be paid 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.
 - iii) 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.
 - iv) Failure by the successful Bidder/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
 - v) The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
 - vi) 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.

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

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

20. TERMINATION OF CONTRACT:

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.

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.

Upon receipt of the notice of termination under this subclause, 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.

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.

21. Force Majeure Clause:

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;
- iii. 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.

c) 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.

d) 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 fulfill its or their obligations under the Contract.

e) No delay or non-performance by either party hereto caused by the force majeure shall;

- (i) constitute a default or breach of the Contract; or
- (ii) give rise to any claim for damages or additional cost or expense occasioned thereby.

f) 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.

22. TAXES & DUTIES - GST CLAUSES

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
 - Harmonized System of Nomenclature (HSN) of Goods
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately

Taxes deducted at source:

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax

Terms & Conditions to be complied in GST

- a. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
- b. Reimbursement of GST amount will be made only upon completion of the following:
 - Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
- c. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder 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 for processing of such invoices.
- d. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- e. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- f. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
- g. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- h. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities

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

Annexure-G

Certificate by Chartered Accountant on letter head for MSME bidder

This is to Certify that M/S
.....
(hereinafter referred to as 'company') having its registered office at
.....
is registered under Micro, Small and Medium Enterprises Development Act, 2006
(**MSMED Act, 2006**) having **Udyam Registration Number**
No:.....Category:.....,
(Micro/Small/Medium)(Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

GENERAL TERMS & CONDITIONS

1. The consignments booked within the contract period fall within the scope of the contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
2. **The transport contract is valid for 2 (two) years** i.e., from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.
3. Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
4. BHEL may enter into contracts simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work.
5. The transporter shall have no right to demand at any time during the period of the contract any minimum quantity of load/specific load/trips for transportation.
6. In case of breach of any of the terms and conditions of the contract, company will have the liberty to forfeit EMD, SD and shall imply breach terms as per tender terms.
7. All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the transporter to BHEL under the Terms of the contract will be recovered from the outstanding payments to transporter either under this contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the transporter shall make good the balance amount by actual payment. In addition, BHEL, Ramachandrapuram, Hyderabad reserves the right to recover the said amounts through its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.
8. **REQUISITION/ ORDER/NOTICE / COMMUNICATION TO TRANSPORTERS:**
The Requisition for vehicles (*Prior information about the dimensions of the materials to be transported along with the weight will be informed*) for lifting the consignments/orders/notices or any correspondence to the transporters or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the address furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials).

Schedule I, II, III, IV & VII vehicles to be arranged within 24 working hours on receipt of requisition from BHEL Officials through e-mail.

Schedule V & VI vehicle is to be arranged within 48 working hours on receipt of requisition from BHEL Officials through e-mail.

Proposed average requirement of vehicles in a day is as follows:

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>No. of Operations</i>
1	Schedule – I	Auto/Van	4 per day
2	Schedule – II	Light Commercial Vehicle	2 per day
3	Schedule – III	Heavy Commercial Vehicle	1-2 per day
4	Schedule –IV	Taurus	4 trips a week
5	Schedule – V	Trailer	Once a week
6	Schedule – VI	Trailer (ODC)	Twice a week
7	Schedule – VII	Tipper	1 per day

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

9. PENALTY FOR NON-PLACEMENT OF VEHICLE

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>Penalty per day (INR)</i>
1	Schedule – I	Auto/Van	800
2	Schedule – II	Light Commercial Vehicle	1200
3	Schedule – III	Heavy Commercial Vehicle	1500
4	Schedule –IV	Taurus	2500
5	Schedule – V	Trailer	3000
6	Schedule – VI	Trailer (ODC)	3000
7	Schedule – VII	Tipper	1200

If there is a delay in arranging/Non-supply of vehicles within the time frame on receipt of requisition from BHEL Officials, penalty as indicated above shall be applicable.

10. REPORTING OF VEHICLES/LIFTING OF MATERIALS

The vehicles should report at Sub contracting dispatch cell at 0900 Hrs positively on all working days as and when required.

11. LOADING/UNLOADING OF MATERIALS

Loading of the materials shall be done by BHEL and unloading by Sub-Contract vendors/companies at respective places. In case of incoming material loading is done by Sub-Contract vendors/companies and unloading by BHEL.

12. LATCHING

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

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

13. REQUIREMENTS FOR TRANSPORTATION OF CONSIGNMENTS

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

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

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

15. DELIVERY OF CONSIGNMENT

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

16. LOSS IN TRANSIT/DAMAGES/ SHORTAGES

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

- i. In case of accident in transit, transporters shall register FIR to nearest Police Station & Report the case within 24 Hours to BHEL, Hyderabad-32 for further action.
- ii. Transporters will obtain on LR, the shortage/damages clearly in specific numbers and not in general terms from the consignee.

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

17. UN-DELIVERED CONSIGNMENTS

- (i) In case the transporter is unable to deliver the goods within 48 working hours (from BHEL Exit Time) due to any reason, penalty charges as indicated in Cl. 9 above shall be applicable (However, penalty may be waived off if delay is not attributable to the Transporter, in such cases proper justification with sufficient documentary support should be presented).
- (ii) In case of consignments dispatched and are not unloaded/received at vendor/Sub-Contract company even after 2 working days of arrival at consignee station (on intimation to consignee and Bharat Heavy Electricals Limited), the consignment may be brought back to Bharat Heavy Electricals Limited, Hyderabad-502 032 and the freight charges TO and FRO shall be paid, by Bharat Heavy Electricals Limited in addition to storage charges (if any). The consignments shall be brought back only after specific request from competent authority (HOD/CMM-Stores) in BHEL, Hyderabad.

18. TRANSSHIPMENT

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

19. DOCUMENTS TO CONSIGNEE

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

20. ESCORT

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

21. SUB-LETTING OF WORK

Under no circumstances, the transporter after entering the rate contract would be permitted to arrange transportation of consignments entrusted to him through another transporter/agency i.e., Subcontracting of the work either in full or in part is not allowed. However, hiring of vehicles and services from other agencies/transporters is permitted. Violation shall lead to forfeiture of Security Deposit and finally termination of the contract.

22. HAZARDOUS MATERIALS / CHEMICALS TRANSPORTATION

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

- a) Main provisions made in central motor rules 1989 relating to "TRANSPORTATION OF VARIOUS GOODS **shall** be complied with, while transporting hazardous goods by road.

23. POST TECHNICAL AUDIT

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

24. DETENTION CHARGES

<i>Sl. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>Charges per day (INR)</i>
1	Schedule – I	Auto/Van	800
2	Schedule – II	Light Commercial Vehicle	1200
3	Schedule – III	Heavy Commercial Vehicle	1500
4	Schedule –IV	Taurus	2500
5	Schedule – V	Trailer	3000
6	Schedule – VI	Trailer (ODC)	3000
7	Schedule – VII	Tipper	1200

Detention charges shall also be paid extra if the vehicles are not unloaded in time i.e., within 48 working from the time of arrival at sub contract companies/works subject to reporting of vehicles before 0900 Hrs on any working day. If the vehicles report after 0900 Hrs. the date of report shall be taken as the next working day for the purpose of payment of detention charges. For claiming detention at sub contract company's/works transporter should submit any one of the following supporting documents:

- (i) E-Mail from transport carrier regarding date and time of reporting at unloading point with vehicle No. The same will be accepted only on confirmation from Subcontract Vendor/Companies.
- (ii) Detention charges shall be paid on certification of Head of CMM/Stores (in case of detention at BHEL, R C Puram) recording the reasons thereof.

25. FREIGHT CHARGES

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

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

26. SUBMISSION OF FREIGHT BILLS:

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

- (v) A copy of LR should be given to the consignor at the time of booking the material and a responsible person on behalf of the transporter should sign on the LR.
- (vi) The LR issued at booking stations should be complete and there should be no corrections/over writing on it. In case of any over writing/corrections signature and seal of the consignor should be affixed on the LR itself, failing which the documents will not be considered.
- (vii) In all cases of consignments transported, weighment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the above weighment limited to amount claimed. A certification from Contract executing officer is required wherever there is a problem in getting the weighment slips. In cases of any variation in the weights indicated on the GP/SMIV/PPMIV/LR/GR/ and BHEL's weigh bridge slip, the freight payment will be made as per BHEL's weigh bridge slip only. In exceptional cases weighment will be taken as per LR weight on case to case basis with the approval of Head of CMM, BHEL.
- (viii) The transporter shall give a Quarterly statement at the end of June, September, December and March of every financial year to BHEL Hyderabad regarding pending payments with BHEL, Hyderabad.

27. BILLING & PAYMENT:

Bills in a prescribed format with a clear acknowledgement shall be submitted and the payment terms are as follows:

- a. Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days
- b. Medium Enterprises - 100% Direct EFT payment within 60 days
- c. Non MSME Bidders - 100% direct EFT Payment within 90 Days

Deviated Payment Terms: In case BHEL considers, any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.

28. INSURANCE CLAIMS

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

29. EXTENSION OF CONTRACT

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

30. SECURITY RULES & REGULATIONS AT BHEL

- a) The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL/Sub-Transporter/Customer/Site Offices. In addition, they should also observe rules and regulations of consignee / consignor. The transporter shall also ensure compliance with all statutory environmental regulations.
- b) The transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the Company's Officers/Staff. In the event of any misbehaviour, reported by the Officer concerned of BHEL, the transporter shall immediately withdraw such employee/persons from the work.
- c) Transporter shall ensure valid R.C.Book , PUC , Insurance and other relevant statutory documents for the vehicles. Transporter shall also ensure vehicle driver shall carry original relevant Driving License for verification by the Security, which is statutory requirement.

31. TRAFFIC REGULATIONS & REQUIREMENTS

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

32. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

Wherein the period as stipulated in the notice (showcause) expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.

wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

- i) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- ii) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- iv) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- v) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

33. SAFETY & INSURANCE

- a. The Transporter is responsible for safe delivery of the material at the destination. BHEL will have the right of subrogation in case of loss /damage caused to the material being transported by the transporter. The transporter shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the transporter or his employees in accordance with appropriate statutory requirements. If due to transporters carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/BHEL property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the transporter.
- b. The Transporter is responsible for safe delivery of the material at the destination. In case of damage / loss of material during transit, the transporter will be held responsible and compensate for any loss (Because of any mishap, accident enroute and consequences thereof including legal complications, if any).

- c. All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the transporter & used as per requirement.
- d. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the transporter's risk & cost.
- e. Violation of applicable safety, health & environment related norms, a penalty of 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- f. Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.
- g. In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00(Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.
- h. In case of accident the transporter or his authorized representative shall arrange to submit the following:
 - i) A copy of FIR lodged in police station of area concerned.
 - ii) All accidents at any point shall be reported within 24 hours to BHEL in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
 - iii) Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL officials Shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the transporters responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment and all loss shall be recovered from the transporter.
- i. **Vehicles**
Suitable vehicles are to be used for the carrying materials & should have valid documents and must be produced on demand by BHEL Security Staff.
- j. **Movement of vehicles**
 - i) The vehicle should not travel at more than 20 km/hr in BHEL Premises.
 - ii) The driver of the vehicle must possess relevant license and produce on demand by the Security Staff.
 - iii) In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
 - iv) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

k. Loading/Un-Loading

- i) The loose pieces shall be bundled before loading on the truck by the consignor.
- ii) While loading/unloading proper slinging practice should be followed.
- iii) The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded/un-loaded. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangways.
- iv) When reverse operations are undertaken adequate helpers should be engaged to control the movement.

l. Responsibility

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

34. STATUTORY REQUIREMENTS

- a) **All statutory duties, taxes existing on date of submission of tender bids have to be considered for submission of price bids. However, any changes in the taxes and duties by Central / State Governments will be considered for reimbursement on case to case basis.**
- b) Transporter shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

- c) Transporter wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL as and when required.
- d) Transporter shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL as and when demanded.
- e) **Penalty/Levies for noncompliance of any applicable Act viz. MV Act etc., existing in the respective States will be to the account of transporter and the same will not be reimbursed.**

35. SPECIAL NOTE:

- a) Transporter should carry the consignment complying with the applicable provisions of relevant MV Act/State Act. No payment on account of violation of MV Act/State Act will be payable except as mentioned in the Tender document.
- b) Transporter should deploy vehicles of same schedule vehicle as indented.
- c) In case if, the transporter is unable to deploy the vehicle as indented, the transporter can provide a vehicle of higher Schedule. However, payment will be made for the schedule of vehicle as indented.
- d) Transporter can quote for any schedule if agency meets the prequalification criterial of the said schedule.
- e) Agreement for each schedule will be done separately based on L1 basis.

36. ARBITRATION & CONCILITION

CONCILITION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

ARBITRATION (WITH SOLE ARBITATOR)

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause I herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre,

Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.

- ii. A party willing to commence arbitration proceeding shall invoke 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 IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance IAMC Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by IAMC. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the IAMC Rules. The decision of the party invoking the Arbitration for reference of dispute to IAMC for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per IAMC Rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Sangareddy/Hyderabad.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause ix. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Annexure C

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

S. No.	Schedule	Type of Vehicle	Length (Mts.)	Width (Mts.)	Height (Mts.)	Weight (MT)
1	Sch – I	Auto/Van	Upto 1.7	Upto 1.2	Upto 1.0	Upto 1.5
2	Sch - II	Light Commercial Vehicle	Upto 4.0	Upto 1.8	Upto 2.0	> 1.5 to 5
3	Sch – III	Heavy Commercial Vehicle	Upto 6.0	Upto 2.0	Upto 2.0	> 5 to 8
4	Sch -IV	Taurus	> 6.0 to 7.0	Upto 2.5	Upto 2.5	> 8 to 15
5	Sch-V	Trailer	> 7.0 to 12.0	> 2.5 to 3.5	> 2.5 to 3.6	> 15 to 24
6	Sch-VI	Trailer (ODC)	> 7.0 to 12.0	> 3.5 to 5	> 2.5 to 3.6	> 15 to 24
7	Sch – VII	Tipper (With Telescopic Trolley)	10MT Carrying Capacity			

Bid-Securing Declaration Form

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

I/We, the undersigned, declare that:

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

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

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

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

Signature of transporter

Date:
Place:

Annexure-E

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-judicial paper of appropriate value)

Bank Guarantee No. _____

Date _____

To

(Employer's Name and Address)

Dear Sir,

In accordance with the terms and conditions of Contract No. _____ dated _____ valued at Rs. _____ (Rupees _____ only) for _____ (hereinafter referred to as the Contract) and the Employer having agreed to exempt the (Vendor/Contractor /Supplier) from demand of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name and address of the Bank) (hereinafter referred to as the Bank), having its registered/Head Office at _____ (address of the head Office) and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums of Rs. _____ (Rupees _____ only) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other Authority, our liability under this present being absolute and unequivocal.

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

We, _____ Bank (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor/Contractor/Supplier and to forbear and we shall

not be relieved from our liability by any reason of any such variation or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceedings against the Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including _____ and shall be extended from time to time for such a period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. However, unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Hyderabad shall alone have jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____.
- b) This Guarantee shall be valid up to _____.
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____

For (indicate the name of the Bank)

(Signature of Authorised Signatory)

Annexure-F

The Bank Guarantee will be accepted from the list of Banks

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

In the event of conflict/discrepancy of any NIT terms with Annexure H then Annexure H terms shall prevail.

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.
- c) 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.
- d) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles.
- e) 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.
- f) 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.
- g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- h) 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.
- i) 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.

DISPUTE RESOLUTION CLAUSE:

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. The Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.

PART B

PRICE BID

Tender No. N0AYX00209

Nature of Work: Transportation of material from BHEL to Sub-Contract vendors/companies and vice-versa & shifting of scrap from different block to 32 stores, 2025

<i>S. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>No. of Trips</i>	<i>Estimated Rate/Trip</i>	<i>Estimated Amount (Rs.)</i>
1	Schedule – I	Auto/Van	2050	1790	3669500
2	Schedule – II	Light Commercial Vehicle	950	3489	3314550
3	Schedule – III	Heavy Commercial vehicle	750	4439	3329250
4	Schedule –IV	Taurus	390	8000	3120000
5	Schedule –V	Trailer	140	9000	1260000
6	Schedule –VI	Trailer (ODC)	290	13000	3770000
7	Schedule – VII	Tipper	600	2350	1410000

<i>S. No.</i>	<i>Schedule</i>	<i>Type of Vehicle</i>	<i>TENDER % on Estimated Amount</i>	<i>In figures</i>	<i>In Words</i>
1	Sch - I	Auto/Van	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
2	Sch – II	Light Commercial Vehicle	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
3	Sch - III	Heavy Commercial vehicle	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
4	Sch - IV	Taurus	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
5	Sch - V	Trailer	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
6	Sch - VI	Trailer (ODC)	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		
7	Sch - VII	Tipper	EXCESS (+)		
			LESS (-)		
			AT PAR (0)		

CONDITIONS:

1. The transporters are required to quote their percentage of excess/less/at par in figures and words over the Estimated Amount of respective schedule participated (The percentage will be considered upto 2 decimal points only).
2. The estimate is excluding of GST, which will be paid extra with submission of documentary evidence.
3. **The quantities shown above are approximate and liable for variation. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The transporter is bound to execute the work in the period of contract on the same terms and conditions without any demur.**
4. Evaluation of the L-1 offer shall be computed schedule wise lowest cost to BHEL.
5. If there is a discrepancy between words and figures, the amount in words shall prevail.
6. **Any changes in the taxes and duties by Central / State Governments shall be considered for reimbursement on case to case basis.**