



Corporate Identity Number (CIN)
L74899DL1964GOI004281

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING & INSULATOR PLANT

Industrial Area Jagdishpur, District: Amethi, UP-227817, India

POINT TO POINT TRANSPORT FRAMEWORK AGREEMENT FOR PATRATU SITE

Tender Enquiry No.: BHEL/FSIP/MM-WCC/21-22/W-02 dated 08/05/21

(SERVICE CONTRACT)

**POINT TO POINT FRAMEWORK AGREEMENT FOR ROAD
TRANSPORTATION FROM BHEL FSIPJAGDISHPUR TO
PATRATU SITE[JHARKHAND] IN INDIA FOR
JOB SIZE: 70 FEET TO 75FEET
BY MECHANICAL FLAT BED TRAILERS**



**BHARAT HEAVY ELECTRICALS LIMITED
FSIP**



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JAGDISHPUR

NOTICE INVITING TENDER

Tender Enquiry No.: BHEL/FSIP/MM-WCC/21-22/W-02

Tenders in Two Part Bid System are hereby invited for the following work from established, reliable and financially sound transport carriers who are IBA approved for Patratu Buckstay structure consignments of BHEL, FSIP, Jagdishpur, Amethi (UP) 227817 as per detail mentioned below: -

01. Name of Work:

Transportation of consignments by lorry from BHEL (FSIP) Jagdishpur to Patratu Site, Jharkhand, India.

Title of Work	Point to Point Transport Framework Agreement
Scope of Work	Safe transportation of Fabricated Buckstay Structures (job size upto 75 feet in length) from BHEL FSIP Jagdishpur to Patratu Site, Jharkhand, India
Contract Period	ONE MONTH
Earnest Money Deposit (EMD)	Rs. 47578 /-
Tender Fee (Non-Refundable)	Rs.1180/- inclusive of GST
Due date & time of bid submission	Till 18.05.2021 (12:00 PM)
Due date & time of bid opening	18.05.2021 (3:00 PM)
Venue for submission & opening of tender	E-Tender offer are invited at BHEL e-Procurement platform https://eprocurebhel.co.in/nicgep/app

NOTE:

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



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This Tender Document consists of following sections:- ➤

SECTION – I : General Terms & Conditions

➤ **SECTION – II : Qualifying criteria, Evaluation of offers & Business Distribution**

➤ **SECTION – III : Special Terms & Conditions**

➤ **SECTION – IV : Price Schedule & Bill of Quantities (BOQ)**

SECTION-I

GENERAL TERMS & CONDITIONS

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

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

a) Earnest Money Deposit (EMD) of **Rs. 47578 /-** in the prescribed form as mentioned in this section. Offer received without EMD will also be summarily rejected.

MSEs Bidders are exempted from payment of tender fee and Earnest Money deposit (EMD), ref clause -40 of GTC-section-I of Tender. (

b) All tender documents, each page of all sections signed and stamped along with all annexures duly filled in legible writing.

c) An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.

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

2. All papers/documents should be signed and stamped by the bidder.

3. The tenderer shall furnish following, duly enclosing documents relating thereto:-

i. **Authorized signatory** shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose. ii. **Power of Attorney:** An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders. iii. **In case of an Individual**, full name, address, place & nature of business and license relating to.



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



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16. The contractor shall be responsible for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.
17. The contractor shall indemnify against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.
18. The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
19. There will be no sub-contracting of the contract.
20. Declaration in the form of affidavit.
21. Bidders will ensure furnishing certificates from the concerned units (if in business during any time) or an undertaking in their letter head certifying their position against points below as a declaration in the form of affidavit.
 - Presently not Black-listed or de-listed category at any of the BHEL Units.
 - Presently not suspended from loading by any of BHEL Units.
 - Not have been booked by CBI and/or indicted by a Court of law in any criminal case relating to work specified in this tender.

22. QUALIFYING CRITERIA AND EVALUATION OF OFFERS & BUSINESS DISTRIBUTION:

Qualifying criteria and evaluation of offers & business distribution please refer **Section-II** of this NIT

23. Letter of Intent (LOI)/ Work Order (WO)

- 23.1 The BHEL shall issue a Letter of Intent (LOI)/ Work Order (WO) for award of work to the successful Bidders as soon as their Bids have been accepted giving brief details of the work and other terms & conditions.
- 23.2 Detailed Framework Agreement/Rate contract Agreement shall be signed within one week from the date of LOI/WO.
- 23.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.

24. Effective Date of Contract:

The responsibility of successful Bidder under this Contract commences from the date of issue of the Letter of Intent (LOI) by the BHEL. The Effective Date of Contract shall be the date of issue of the Letter of Intent.

25. Contract Period:

Contract Period shall be **ONE MONTH** from the date of LOI and may be extended on mutual agreement basis.

26. Contract Agreement:

The successful bidders have to sign and submit a contract agreement as per enclosed Agreement Proforma (Annexure-F) on a non-judicial stamp paper of Rs.100/- at his own cost.



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27. **Deviation Limits:** The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual requirement of BHEL.
28. **ARBITRATION:** Any dispute arising out of this contract shall be referred to the sole arbitration of General Manager, BHEL, FSIP Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at FSIP Jagdishpur.
29. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the Framework Agreement, the Jurisdiction of Amethi (UP) district court shall apply.
30. **Fraud Prevention Policy:** The Bidder along with its associate/ collaborators/ subcontractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
31. **Suspension of Business dealings with BHEL:** Suspension of Business dealings with BHEL :the guidelines for suspension of business dealing or available on Website:- <http://www.bhel.com> and will be guiding criteria in case of any misconduct / default / use of illegal means etc. is re-sorted by vendor / contractor. The details of different type of default / misconducts or available in guidelines.
32. **SECURITIES :-**

32.1 EARNEST MONEY DEPOSIT (EMD):

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

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



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

32.2 SECURITY DEPOSIT (SD):

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

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



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plus 3 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

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

- e. At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- f. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- g. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- h. The Security Deposit shall not carry any interest.
- i. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work.
- j. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- k. Return of Security Deposit: Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor within 30 days after deducting all costs, expenses, any recovery and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

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

- 33. The bidder should give a certificate of declaration confirming the knowledge of site condition as per Annexure E.
- 34. The bidder should not have any criminal records pending against him and have to give an undertaking as per Annexure D.
- 35. The bidder should give a certificate of declaration as per Annexure C, D & E.



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36. BHEL Reserves the right to: -

- Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of contractors, split the award without assigning any reasons thereof.
- Cancel/terminate the contract at any time during its concurrency without assigning any reasons whatsoever.

37. Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

38. Force Majeure: Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.

39. Arbitration and Arbitration Process: Any dispute arising out of this contract shall be referred to the sole arbitration of General Manager, BHEL, FSIP Jagdishpur. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at FSIP Jagdishpur. The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Amethi Courts only.

40. PREFERENCES/BENEFITS FOR MSEs:

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

- a. The tender documents shall be issued free of cost to MSEs.



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

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

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

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as per Annexure-J) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

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

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



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

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

LIST OF ANNEXURES

Annexure A: Checklist & Schedule of General Particulars

Annexure B: Offer of the Bidder

Annexure C, D & E: Declaration Sheet

Annexure F: Proforma for Contract Agreement

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

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

Annexure I: List of Consortium Banks

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

Annexure K: E-Payment format



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ANNEXURE A

CHECK LIST & SCHEDULE OF GENERAL PARTICULARS

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

**Name & Signature of the bidder
(Seal)**



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ANNEXURE B

OFFER OF THE BIDDER

To,

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

Ref. NIT No.

Subject: Submission of Offer

Dear Sir,

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

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

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

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

Name & Signature of the bidder
(Seal)

Place:

Date:



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ANNEXURE C

(to be made on Bidder's letter head)

DECLARATION SHEET

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

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

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

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)



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ANNEXURE D

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

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

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

Date: (Signature of Authorized Signatory)



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ANNEXURE E

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFORMING THE KNOWLEDGE OF SITE CONDITION

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

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)



Corporate Identity Number (CIN)
L74899DL1964GOI004281

BHARAT HEAVY ELECTRICALS LIMITED

FABRICATION STAMPING & INSULATOR PLANT

Industrial Area Jagdishpur, District: Amethi, UP-227817, India

ANNEXURE F

CONTRACT AGREEMENT PROFORMA

Agreement No. :

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

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

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

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

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



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fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs._____ from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs._____. OR

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

- d) That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- e) That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- f) That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the BHEL or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
- g) That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
- h) That this Agreement shall be deemed to have come into force from _____ the date on which the letter of intent has been issued to the Contractor.
- i) That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- j) That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
- k) That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.



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- l) That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
- m) That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
- n) It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

AND NOW it is hereby agreed and declared by and between the parties hereto, that the LOI.
No..... dtd

[DETAILED CONTRACT TERMS: SECTION-III]

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

Witness
Contractor

1. Name
Address
2. Name Address

Signature of the

Name
Designation

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

- Witness**
1. Name Address
 2. Name Address



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ANNEXURE G

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

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

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ 6 _____ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ 7 _____, we shall be discharged from all the liability under this guarantee thereafter.



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We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed5.....
- b) This Guarantee shall be valid up to6.....
- c) Unless the Bank is served a written claim or demand on or before7..... all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day _____ of _____
_____ for _____ (indicate the
name of the Bank) _____

(Signature of Authorised signatory)

1 ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited 2 ADDRESS OF THE
VENDOR /CONTRACTOR / SUPPLIER .

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE



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5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD **Notes:**

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



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ANNEXURE H

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY) (On non-Judicial stamp paper of appropriate value)

Bank
Guarantee No.....
Date.....

To (Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender

No.....1(Tender Conditions), M/s.

..... having its registered office at

.....2 (hereinafter referred to as the 'Tenderer'), is submitting

its bid for the work of.....3 invited by

.....4.(name of the Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of

.....5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the[Name & address of the Bank]

..... having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs..... 5.....

.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

_____.



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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment. We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank) Date.....

Place of Issue.....



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1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period **Notes:**

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



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ANNEXURE I

LIST OF CONSORTIUM BANK

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



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ANNEXURE J

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S.

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

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

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

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

The above investment of RsLacs is within permissible limit of RS.
.....Lacs forMicro/Small (Strike off which is
not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



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ANNEXURE K

FORMAT FOR E-PAYMENTS

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

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

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

Vendor Name:

Title/Name of Account in the bank:

Account Type (Saving /current):

Bank Account Number:

Name & address of Bank:

Bank /Branch contact person's name

Bank /Branch Tele Numbers with STD code

Bank Branch MICR code:

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

Bank Branch RTGS IFSC code:

Bank Branch NEFT IFSC code:

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

Your Email address:

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

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



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

Thanking you

For

(Authorised Signatory)

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

Bank's Verification

(Manager's/Officers signature under
bank Stamp)

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



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SECTION-II

QUALIFYING CRITERIA, EVALUATION OF OFFERS & BUSINESS DISTRIBUTION

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

1. **QUALIFYING CRITERIA:** The bidder **must** fulfil following qualifying criteria and submit the documentary evidence with Part-I bid:-

SL. NO.	CRITERIA	MINIMUM REQUIREMENT
1	Financial Turn-over	Average Annual Financial turnover during the previous 3 years, ending 31st March of the previous financial year should be Rs 7.14 Lacs. Audited Profit & loss account and balance sheet to be submitted for FY 2017-18, 2018-19 & 2019-20. <i>If audited accounts are not available, turnover certificate of 3 years duly certified by chartered accountants may be submitted .</i>
2.	Pre-Qualifying w.r.t. work experience	Bidder should have experience of having successfully completed Transportation of goods by Road during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following: (a) Three completed/executed works each Costing not less than the amount equal to Rs. 9.25 Lacs. OR (b) Two completed/executed works each costing not less than the amount equal to Rs 11.89 Lacs. OR (c) One completed/executed work costing not less than the amount equal to Rs 19.03 Lacs. Copy of such work orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted. In case of experience in other than BHEL, TDS Certificate from customer shall also be Furnished.



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3.	Indian Banks' Association (IBA) approval	Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, Framework Agreement will be cancelled.
4.	Branch Offices	As per List-A mentioned below
5.	Fleet of Vehicles Registered In The Name Of Bidder	The bidders must of minimum 20 nos. of commercial vehicles viz. Truck/ Trailers etc. Registered In The Name Of Bidder. Details as per List B to be furnished.
6.	Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized.	1. Certifying that they are not recently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units. 2. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation.

Note:

- Self-attested Copies of Audited Annual Account i.e. Balance Sheet and Trading/Profit & Loss Account for the financial years i.e. 2017-18, 2018-19 & 2019-20 to be submitted.
- If audited accounts are not available, turnover certificate of 3 years duly certified by chartered accountants may be submitted.**
- Complete detail - Address, Phone number, Mobile No., E-mail address and name of person in charge is to be provided as per List-A below.
- Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.
- A consent letter without any deviation to be given by the bidder that all terms & conditions of the tender are accepted by the bidder.

LIST A

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

Office Address	Name	Designation	Contact No.	E-mail ID
Head Office,				
Registered Office				
Jagdishpur Branch				



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Note: It is **essential** that bidder has offices/ branch at all the places given above. In case any bidder is not having office/ branch at the place, the bidder has to open/ start the office/ branch within **10 days** of the award of LOI/ WO/Contract.

Note:

- Above mentioned criteria should be met by the bidder himself and not by any associate bidder.
- The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

LIST B

Fleet details

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

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

2. EVALUATION & BUSINESS DISTRIBUTION:

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

2.2 Wherever the numbers of qualified responses (N) are four or more, the distribution shall be limited to (N-1) qualified responses.

2.3 Evaluation of offers will be done on individual category-wise basis.

2.4 The work is to be distributed to a maximum of Four successful bidders per category (i.e., L1, L2, L3 & L4 with L1 being lowest bidder) subject to acceptance of the L-1 rates. The business percentage distribution shall be as per below:-

	Business Share
--	-----------------------



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No. of successful bidders in a category (N)	L1	L2	L3	L4
N=4	40.00%	30.00%	20.00%	10.00%
N=3	50.00%	33.33%	16.67%	
N=2	66.67%	33.33%		
N=1	100.00%			

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

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

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

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

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

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

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

No. of successful bidders in a category (N)	Business Share			
	L1	L2	L3	L4
N=4	35.00%	35.00%	20.00%	10.00%
N=3	41.66%	41.66%	16.68%	



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N=2	50.00%	50.00%		
N=1	100.00%			

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

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

SECTION-III

SPECIAL TERMS & CONDITIONS

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

- SCOPE OF WORK:** The scope of work includes safe transportation of FABRICATED BUCKSTAY STRUCTURES (JOB SIZE 70FEET TO 75 FEET) from BHEL (FSIP) Jagdishpur to Patratu site, Jharkhand, India.
- VEHICLE CATEGORIES:** Following types of vehicles are required for road transportation of consignments from BHEL (FSIP) Jagdishpur to Patratu site, Jharkhand, India:-

Category No.	Vehicle Type	Carrying Capacity [Payload] (minimum chargeable weight)	Size [LxWxH] minimum in Feet ** (in cm)
FBT1	Flat Bed Trailers (FBT)	25MT	75 x 8.5 x 9 (2286x260x275)
FBT2		30 MT	75 x 10 x 9 (2286x305x275)

**** Length of the Flatbed trailer body shall be minimum 50 feet to ensure safe transit.**

- The tentative **Bill of Quantity (BOQ)** is indicated in **Price Schedule (Section IV)** for above categories. BHEL do not give any guarantee for above load and these quantities may vary depending upon actual factory operation of BHEL FSIP plant. The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.
- The load shown above are only indicative and may be re-distributed among various categories depending upon the requirement of BHEL.



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- c) If the actual weight carried by a vehicle is more than the carrying capacity permitted for that type of the vehicle (as per above table), **pro-rata payment** of rate shall be made depending upon the actual weight of the consignment. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach selfattested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Tare Vehicle Weight (Unladen weight) mentioned on RC.
- d) If the Consignment weight is more the 50% of the difference weight between requested category and next available category of vehicle, then the rate will be applicable of next category of vehicle with accordance of rule 2(C), else the pro-rata payment shall be made for existing category of Vehicle.

3. PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:

- a) The local Jagdishpur branch office shall be single point contact of all inward and outward transportation. The requisition of vehicle shall be given to the local branch office though phone or e-mail. Therefore phones, mobiles, and email ID must be operative all the time by Jagdishpur branch during the contract period.
- b) The Contractor (hereafter called the 'Transporter') shall lift the consignment within stipulated time of Three Working Days from the date of requirement of vehicle(s) except in exigencies where shorter duration could be inevitable. If failed to do so, necessary penalty shall be applicable as mentioned in this tender. However, wherever possible, sufficient advance intimation shall be given for placement of vehicles for loading consignment.
- c) BHEL reserves the right to cancel/ revise the vehicle requisition as per requirement of BHEL. Any claim by Transporter(s) shall not be entertained in this regard.
- d) The vehicle will be normally required to report to our specified places between 8.00 AM to 3.00 PM on working days(in case vehicle is entry is made after 03:00 PM on any working days, it shall be counted in next working days). The exit timings shall be generally upto 4.30 PM on working days.
- e) Loading and Unloading of vehicles may take up to 3 working days(Date of gate entry of the Vehicle will Be Included). For delay in loading / unloading beyond this stipulated time the detention charges as mentioned in the contract will be paid by BHEL to transporter on claim of same.
- f) Loading & Unloading work at BHEL plant or site store, shall be in scope of consignee or consignor.
- g) The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of the rate contract w.r.t. the axle and tyre



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configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.

- h) The vehicle(s) required to be deployed under the transportation rate contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/ deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to the BHEL and such damage/losses shall determine by the BHEL at its sole discretion.
- i) In case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its discretion on the transporter, this shall be deducted from their running bills for each day of delay for maximum one week.
- j) The transporter shall be responsible for safe delivery of the consignments. The transporter will ensure that -
 - I. The truck/trailer shall not be overloaded. No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.
 - II. The consignments shall be transported in a manner so that no part of it shall be hanging outside the carrier.
 - III. No trans-shipment is allowed, except the provisions mentioned in the clause no. 22.
 - IV. The transporter shall be responsible for safe custody & transportation of goods as per GR details & weight.
 - V. Transporter will give information/ messages on daily basis about the movement/ location of the lorry during the entire period of transportation.
 - VI. The consignment shall be properly fixed/ secured on the carrier by means of weldments /slings etc. as required for the safe transportation of the consignments.
 - VII. Suitable cover/ tarpaulin to protect against rain/ bad weather condition to avoid any damages to the consignment.

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

Vehicles as and when demanded will have to be placed by the transporter.

At Jagdishpur, placement time for any type of vehicle will be Three Working Days from date of requirement of vehicle(s) (Including date of placement date). Penalty shall be levied for the delay / non-placement at the rates mentioned below:

For Delay in vehicle placement: A penalty of Rs. 5000/-per day per vehicle for FBT1 & FBT2 (Mechanical FBT Trailers) for each occasion will be levied.

For Non-placement of vehicles: If transporter fails to place the required vehicle within three(03) working days from date of requirement of vehicle(s) at Jagdishpur, BHEL reserves the right to transfer that load to any other transporter AND a penalty of Rs. 10000/- for FBT1 & FBT2 Vehicles (Mechanical FBT Trailers) per day shall be deducted from running bills/ SD of errant transporter (who failed to place the required vehicles) & if extra paid by BHEL for lifting of material then same to be deducted from transporters. However, under force majeure conditions, the same does not apply.



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If such instances are repeated three times in a period of six months, BHEL reserves the right to take appropriate action as deemed fit.

5. PENALTY FOR DELAY IN DELIVERY:

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

SL.	Loading Type / Vehicle	Permissible stipulated transit time
1	<u>For Normal Load</u>	
A	Flat Bed Trailer (FBT1, FBT2)	200 KM per day
2	<u>For ODC:</u>	
A	Flat Bed Trailer (FBT1, FBT2)	150 KM per day

- b) If consignments are not delivered within the above mentioned permissible stipulated transit time, a **LD/penalty @ 2%** of the basic freight charges per week of delay or part thereof subject to a **maximum of 10%** shall be levied.
- c) If transit time (number of days) comes in fractions, the allowable days shall be rounded off to nearest integer for calculation of LD/penalty. Eg. If delivery days as per above stipulated time comes as 3.3 days it will be considered as 3 days and stipulated time comes as 3.7 days it will be considered as 4 days.
- d) **Additional grace period** for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.
- i. Octroi /Entry Tax clearance 2 days maximum
- e) Delays/ trans-shipment etc. will be condoned and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, BHEL shall decide additional transit time.
- f) For the purpose of computing the delivery time, the date of LR or actual date of exit from plant/station (whichever is later) shall be taken as dispatch date. The date of gate entry/unloading (whichever is earlier) at plant/station/destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/ BHEL.
- g) Where transporter is not at fault and special circumstances exist, head of Commercial/MM department can grant grace period/extension of time for completion of total work or part thereof, after recording the justification for above transit period allowed in contract.



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

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

7. **DETENTION CHARGES:**

- a) **At Loading Point:** Rs.1000 per day for FBT Trailers, after 3 working days of arrival of the vehicle is payable subject to based upon entry and LR date mentioned by consignor. The detention charges shall be limited to maximum 20% of the freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.
- b) **At Unloading Point:** Rs.2000 per day for FBT Trailers, after 3 working days of arrival of the vehicle is payable based upon entry date and receipt date mentioned on LR by the consignee/ its representative/ BHEL representative at the destination. The detention charges shall be limited to maximum 20% of the freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.

The detention charges shall also be payable on submission of GPS report/ diesel slip of destination area (whichever is earlier) regarding arrival of vehicle at the destination.

Transporter shall provide GPS access to BHEL for verification of same.

8. **OCTROI / ENTRY TAX:**

- a) The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage.
- b) Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.

9. **LETTING FEE (PENALTY) REIMBURSEMENT:**

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

10. **TRANSIT INSURANCE:**

- a) Transit insurance of the consignment under transportation by the transporter will be responsibility of BHEL/ Consignee as the case may be. However, transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.



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- b) The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.
- c) Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- d) The transporter's consignment note (LR/GR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- e) In case of accident in transit, transporters shall register FIR to nearest police station and shall inform BHEL immediately. Report the case within 7-days to nearest branch of our insurance company (presently it is New India Assurance Company) and also ensure for on the spot survey by branch office of the Insurance company under intimation to BHEL, FSIP, Jagdishpur, immediately. In all such cases, the survey report is to be obtained from the underwriter and the same is to be submitted to BHEL.
- f) The consignments should be delivered in sound / good condition. Transporters will obtain on GR the shortage / damages (Excluding manufacturing defects viz. white spot, black spot, white line) clearly [No overwriting or cutting] in specific numbers [Packages in case of packed condition and Items in case of unpacked condition] and not in general terms from the consignee. In case of overwriting or cutting freight bills shall be settled after receipt of MRC from customer and damages / shortages recorded in MRC shall be final.
- g) In case of non-settlement of insurance claims due to transporters fault, suitable recovery shall be made from them.
- h) For the cases where minimum claim amount is restricted by the underwriter or by BHEL and it is established that transporter is not at fault, deductions shall not be made from the transporter.

However, in such cases transporter has to certify / prove that no transshipment is done.

11. OVER DIMENSIONAL CONSIGNMENTS /TOLL Items:

a. OVER DIMENSIONAL CONSIGNMENTS (ODC):

Any ODC charges shall not be reimburse nor shall any penalty be reimbursable by BHEL. Quotation shall include all size (length/width/height) infringement charges.

- b. **Toll charges** (If applicable): Toll charges on the consignment shall be reimbursed by BHEL on production of original receipt. Toll Charges for the vehicle shall be borne by the transporters.

12. FREIGHT PAYMENT:

- a) Transporter shall raise the bills after completion of the transportation of all the consignments & payment will be made within 45 days from the date of receipt of bills. Delivery challans accepted by the consignee are to be submitted along with the bill.
- b) Mode of payment of freight will be either on:



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- "To Pay" [TP] (i.e. to be paid by Consignee) basis after receipt of goods at destination, **OR To be billed** [TBB] (to be paid by BHEL-FSIP Jagdishpur) after satisfactory delivery of goods to Consignee and production of documentary evidence in support thereof.
- c) Transporters shall submit their freight bills along with LR/GR copy acknowledged by consignee in original or delivery challan accepted by the consignee in original and BHEL Jagdishpur weighing slips. Only BHEL Jagdishpur weighing slip will be considered and used for freight calculation.
 - d) All freight payment will be made through e-Payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
 - e) Payment of freight bills shall normally be made within 45 days of presentation of the bill, duly supported with the acknowledgement on the LR/GR. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
 - f) Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
 - g) For extra weight carried by the vehicle beyond the capacity due to exceptional circumstances, payment will be made on pro-rata basis.
 - h) Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by the consignee in regard to acceptance of consignments or settlement of insurance claim by underwriters in case of equipment damage.
 - i) Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
 - j) In terms of GST applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate/declaration stating that they have not availed GST input of GST paid. Bidder shall also provide their GSTN or Transporter ID as applicable.

13. EXTENTION & TERMINATION OF CONTRACT:

- a. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, and the approved transporters. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- b. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- c. If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work



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done by any other agency shall exceed the amount payable to the transporter under this contract.

- d. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehaviour, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
- e. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/SD paid may be forfeited and contract terminated.
- f. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.

14. SUB-LETTING OF WORK:

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

15. TRAFFIC REGULATIONS & REQUIREMENTS:

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



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- h. Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
- i. All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- j. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

16. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

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

18. PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

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

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

19. SAFETY OF CONSIGNMENT:

- a) The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.



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- b) Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- c) The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- d) Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- e) Transporter shall auction no material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- f) Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

20. STATUTORY OBLIGATIONS OF TRANSPORTER:

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

21. INDEMNITY:

- a) The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- b) The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the



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applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.

- c) The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
- (i) Observance of Labour & Industrial Laws.
 - (ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - (iii) Documentary compliance relating to freight billing.
 - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

22. TRANSSHIPMENT:

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

23. CONSIGNMENT NOTE CERTIFICATION:



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FABRICATION STAMPING & INSULATOR PLANT

Industrial Area Jagdishpur, District: Amethi, UP-227817, India

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

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

24. VEHICLE MOVEMENT REPORTING:

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

25. ROUTE & DISTANCE:

- a) The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- b) Station to station distances are calculated and approved by BHEL and is given at **Annexure1** for frequent sources and destinations. These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion/ updation of new destinations.
- c) Wherever a particular station is not exhibited in Annexure 1, the shortest route as per *maps.google.com (co.in)* will be considered.
In case the shortest route is not feasible, the BHEL distance committee shall finalize the shortest feasible route and distance.
- d) Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall give documentarily evidence e.g. news clippings/ photographs of road



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obstructions/ diesel filling bills/ endorsement from PWD, RTO check posts etc. along with the freight bill.

- e) The minimum distance chargeable shall include transportation of consignments within and around of BHEL factory premises within local limits and when the consignments are called back to plant after exit by BHEL due to *bonafide* reasons. However, if the vehicle is brought back inside plant for correction in lashing, loading, packing etc. no freight charges shall be paid for such trips.

26. TRANSIT PERIOD:

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

27. DESPATCH DOCUMENTS:

- a) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
 - i. Dispatch Advice Note/Challan, ii. Invoice (Original/ Duplicate) indicating PO reference, iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy', iv. Consignee Copy of LR for door delivery,
 - v. E-Waybills etc. wherever applicable, vi. SMIV/PMIV/ Gate Pass, wherever applicable.
 - vii. Transport Memo, wherever applicable.
- b) The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- c) In case the transporter fails to deliver original Gate Pass (*duplicate for transporter to claim GST*) and any other documents to CDC and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- d) All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed enroute on this account. Detention / delays on this account will be the transporter's responsibility.
- e) Submission of Receipted Challans within 20 days from the date of delivery failing which penalty @ Rs 200/- per day. Subject to maximum Rs. 2000/GR.

28. ESCORTS:

Wherever BHEL intends to depute an escort for important consignments, he shall be allowed to travel in the same vehicle to the destination free of charge. The



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transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

29. PERFORMANCE EVALUATION / BUSINESS DISTRIBUTION:

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

30. BHEL Reserves the right to: -

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

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

ANNEXURE 1

DISTANCE CHART

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

S NO.	LOCATION	DISTANCE (KM)
01	PATRATU [Jharkhand]	664

Note:

- Freight charge shall be calculated on the basis of above distance only.



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SECTION IV PRICE SCHEDULE & BOQ

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

Category No. (1)	Vehicle Category / Variant (2)	Minimum Chargeable Weight (MT) (3)	Total Bill of Quantity Approx. (In MT-KM) (4)	Rate # (Rs. Per MT per KM) (5) <i>To be quoted by bidder</i>	Total Value (in Rs.) (6=4x5) <i>To be calculated by system</i>
C1	Flat Bed Trailer (FBT1)	25 MT	223768	<i>To be submitted online through e- tender portal:</i>	<i>To be calculated by system online through e- tender portal:</i>
C2	Flat Bed Trailer (FBT2)	30 MT	137448		

Quotation rate: Quotation shall include all over-sizeing (length/width/height) charges.
Length of the Flatbed trailer body shall be minimum 50 feet to ensure safe transit.

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

Rate to be quoted inclusive of all taxes and charges except GST which shall be payable at actual.

Date:

(Signature & Seal of the Bidder)