

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: **BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23**

20.03.2023

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23																														
2.	Tender Type	Open Tender -Two part (e-Tender)																														
2.1	NIC Ref No:	2023_BHEL_23453_1 Dated: 20.03.2023																														
3.	Name of works	ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.																														
4.	Location of work	Throughout India.																														
5.	Period of contract	Twenty four months from the date of award of contract.																														
6.	Estimate Business Volume	₹1080.60 Lakh (Excluding GST)																														
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)																														
8.	Contents of Tender Document.	<table border="0"> <tr> <td>A] Part-I <u>Technical Bid</u></td> <td align="right"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td align="right">13</td> </tr> <tr> <td>ANNEX -1B (Scope of Work & Technical Terms and Conditions)</td> <td align="right">19</td> </tr> <tr> <td>ANNEX -1C (General Terms & Conditions of Contract)</td> <td align="right">12</td> </tr> <tr> <td>ANNEX -1D (Special Terms & Conditions of Contract)</td> <td align="right">03</td> </tr> <tr> <td>ANNEX - A (No Deviation certificate)</td> <td align="right">01</td> </tr> <tr> <td>ANNEX - B (Declaration)</td> <td align="right">01</td> </tr> <tr> <td>ANNEX - C (EMD payment Instruction E-COLLECT)</td> <td align="right">01</td> </tr> <tr> <td>ANNEX - D (NEFT Format)</td> <td align="right">01</td> </tr> <tr> <td>ANNEX -E (BG format in lieu of EMD)</td> <td align="right">03</td> </tr> <tr> <td>ANNEX -F (List if consortium Banks)</td> <td align="right">01</td> </tr> <tr> <td>ANNEX -G (Integrity Pact)</td> <td align="right">04</td> </tr> <tr> <td>ANNEX -H (CA Certificate for MSE status)</td> <td align="right">01</td> </tr> <tr> <td>B] Part- II Price Bid</td> <td align="right">Pages</td> </tr> <tr> <td>ANNEX -II (Price bid)(For Reference only)</td> <td align="right">01</td> </tr> </table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	ANNEX-1A (Technical Bid-Qualifying Criteria)	13	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	19	ANNEX -1C (General Terms & Conditions of Contract)	12	ANNEX -1D (Special Terms & Conditions of Contract)	03	ANNEX - A (No Deviation certificate)	01	ANNEX - B (Declaration)	01	ANNEX - C (EMD payment Instruction E-COLLECT)	01	ANNEX - D (NEFT Format)	01	ANNEX -E (BG format in lieu of EMD)	03	ANNEX -F (List if consortium Banks)	01	ANNEX -G (Integrity Pact)	04	ANNEX -H (CA Certificate for MSE status)	01	B] Part- II Price Bid	Pages	ANNEX -II (Price bid)(For Reference only)	01
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9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgcp/app																														
10.	Contact details for queries related to tender	Shri. Satya Prakash , Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040; e-mail: ccd.edn@bhel.in																														
11.	Due date for submission of offer	31.03.2023 / 14:30 Hrs.																														
12.	Due date for opening of Techno -Commercial Bid	31.03.2023 / 14:45 Hrs.																														
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026																														

INSTRUCTIONS TO THE TENDERER

- Tenderer should arrange for the EMD as specified in the tender. In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

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- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)
Part –I (Techno commercial bid) shall contain following documents:
a) EMD related documents b) Pre-qualification related documents c) Signed Tender document.
The documents to be contained in **Techno commercial bid** are as follows:
a) EMD related documents to meet EMD Criteria.
b) Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
c) Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.
Part-II (Price Bid) comprises of single cover
Price bid Cover
Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. (As applicable)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
	<p>a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening).</p> <p>b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-H of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-H of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p> <p>c. In addition to the above, If EMD amount is more than ₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹ 2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-E)</p> <p>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</p>	

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Sl. No	Description	Remarks
2	Checklist for Part-I: Technical Bid to meet the pre-qualification criteria as per following details.	
2.1	<p>Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships</p> <p>Duly signed and sealed copy of</p> <p>1) Trade License / GST registration / Auditor's letter / PAN</p> <p style="text-align: center;">or</p> <p>2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN</p> <p style="text-align: center;">or</p> <p>3) Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN</p> <p style="text-align: center;">or</p> <p>4) Certificate of Incorporation / Memorandum of Association & Articles of Association</p>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.2	Self-attested copy of the Power of Attorney , in case an individual/authorized signatory other than the sole proprietor signs the tender.	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.3	<p>Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre- qualification Criteria: Technical competency & financial soundness</p> <p>1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate.</p> <p>2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract</p>	<p>1. WO / PO / Agreement copy / Completion Certificate</p> <p><input checked="" type="checkbox"/> uploaded / <input checked="" type="checkbox"/> Not uploaded</p> <p>2. Form 26AS / TDS Certificate / Bank Statement</p> <p><input checked="" type="checkbox"/> uploaded / <input checked="" type="checkbox"/> Not uploaded</p>

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2.4	<p>Documentary evidence to meet Financial Soundness Criteria as per C.4 of C: Pre- qualification Criteria: Technical competency & financial soundness.</p> <p>Duly signed and sealed copy of</p> <ol style="list-style-type: none"> 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. <p>(For last three consecutive years ending on 31st March 2022 (2019-20,2020-21 and 2021-22)</p> <ol style="list-style-type: none"> 3) Income Tax Registration (PAN) 4) GST Registration. 	<p>1.Income Tax Returns</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p> <p>2.Balance Sheet & profit and loss Statement (Audited)</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p>
2.5	<p>Copy of Valid CERTIFICATE OF REGISTRATION [Rule 5 (1)] as per Section 3 of the Carriage by Road Act 2007.</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
2.6	<p>Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
2.7	<p>Duly signed and Sealed “No Deviation Certificate” in letterhead as per enclosed Annexure-A and “Declaration” as per Annex-B of tender document and duly filled, signed and sealed Integrity Pact as per Annexure-G.</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
3	<p>Rates quoted as per Price bid format available on e-portal.</p>	<p><input type="checkbox"/> Quoted as per tender format / <input type="checkbox"/> Not Quoted as per tender</p>
4	<p>All the information and relevant documents as asked in tender.</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>

Note: Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer.

PART-I (TECHNO COMMERCIAL BID)

A: (Bidders Profile)

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number	
5.	E-mail Address for communication w.r.t tender / award of work.	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name:..... Mobile No:.....
7.	BHEL Vendor Code (If any)	BHEL vendor Code:..... (If vendor code is not available, kindly upload the RTGS Format duly filled and signed as per Annexure-C along with cancelled cheque leaf)
8.	PF Registration (As applicable) To be obtained before start of work if already not registered	PF Reg. No: (Copy of registration to be uploaded)
9.	ESI Registration (As applicable) To be obtained before start of work if already not registered	ESI Reg. No: (Copy of registration to be uploaded)

NOTE:

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per extant rules of BHEL.

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B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & Status of Firm

B.1	Earnest Money Deposit (EMD)	
	Bidder shall submit Earnest Money Deposit (EMD) or valid document for EMD exemption along with the offer.	
	SL NO	QUALIFYING PARAMETER
	1	EMD (Earnest Money Deposit):
		₹8,64,483/-
	Details of EMD payment by Bidder	<p>1. DD/ FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹8,64,483/- INST. NO: INST. DATE: ISSUING BANK:</p>
		<p>2.DD/ FDR/PAY ORDER /RTGS DETAILS: AMOUNT: ₹ 2,00,000/- RECEIPT NO: RECEIPT DATE: BANK DETAILS:</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">BANK GUARANTEE DETAILS: AMOUNT: ₹6,64,483/- BG NO: BG DATE: BANK DETAILS: BG VALIDITY: Six months</p> <p>(BG for full value of EMD amount is not acceptable and will lead to rejection of offer)</p>

Documents to be submitted	
	<p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p>iii) In addition to the above, If EMD amount is more than ₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-E). List of Consortium banks attached as ANNEXURE-F.</p> <p>iv) EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-H of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-H of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p> <p>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</p>
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.	

C: Pre- qualification Criteria: Technical competency & Financial soundness

C.1	ORGANIZATION / FIRM REGISTRATION
1	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever “Companies Act 2013” is applicable the Company shall be registered in line with “Companies Act 2013”.

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<p>Organization / Firm Business Entity</p>	<p><input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company</p> <p><input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org /</p> <p><input type="checkbox"/> Others (Pl. Specify) (Supporting document to be enclosed)</p>	
<p>Details of Organization / Firm Registration</p>	<p>Registration Details :.....</p>	
<p>The details of the registration Documents to be submitted are below:</p>		
<p>1</p>	<p>Sole Proprietorship</p>	<p>Trade License / GST registration / Auditor's letter / PAN</p>
<p>2</p>	<p>Partnership</p>	<p>Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN</p>
<p>3</p>	<p>Unregistered Partnership</p>	<p>Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN</p>
<p>4</p>	<p>Private Limited Company</p>	<p>Certificate of Incorporation / Memorandum of Association & Articles of Association</p>

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	5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
	6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association
C.2	POWER OF ATTORNEY:		
	<p>The tender documents should be signed by authorized signatory. 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.</p> <p>BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.</p> <p>Documents to be submitted:</p> <p>A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tender.</p>		
C.3	TECHNICAL COMPETENCY		
	Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company / establishment /reputed organization / institution executed after 31st March, 2015 as per following details:		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
C.3.1	1	“Collection, transportation and safe delivery of consignment across India by road engaging suitable vehicle”	Minimum one year (Single order with contract period of one year or more or multiple work orders from different / same customer with contract period less than one year and totalling to one year will be considered for qualifying value)

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	Details of Works executed by Bidder	WO/ PO Ref No::					
		Name of the work:					
						
		WO /PO Value:					
		WO /PO Contract Period:					
		Name of Customer:.....					
Documents to be submitted by bidder							
WO / PO / Agreement Copy relevant to above mentioned work : <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed <p style="text-align: center;">OR</p> Performance /Completion Certificate for satisfactory execution of above mentioned work: <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed <p style="text-align: center;">AND</p> Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract: <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed							
C.4	FINANCIAL SOUNDNESS						
The Average annual turnover for last three consecutive financial year ending on 31st March 2022 (2019-20, 2020-21 and 2021-22) shall be equal to or more than the following:							
C.4.1	<table border="1"> <thead> <tr> <th>SL NO</th> <th>FINANCIAL PARAMETER</th> <th>QUALIFYING VALUE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Average Annual Turn over</td> <td style="color: red;">₹129.673 Lakh</td> </tr> </tbody> </table>	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE	1	Average Annual Turn over	₹129.673 Lakh
SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE					
1	Average Annual Turn over	₹129.673 Lakh					
C.4.1.1	Details of Annual Turnover of Bidder for last three consecutive financial year ending on 31st March 2022 (2019-20, 2020-21 and 2021-22)						
C.4.1.2	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Annual Turnover (Sales)</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td>₹.....Lakh</td> </tr> <tr> <td>2020-21</td> <td>₹.....Lakh</td> </tr> </tbody> </table>	Financial Year	Annual Turnover (Sales)	2019-20	₹.....Lakh	2020-21	₹.....Lakh
Financial Year	Annual Turnover (Sales)						
2019-20	₹.....Lakh						
2020-21	₹.....Lakh						

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		2021-22	₹.....Lakh
		Average Annual Turnover of three consecutive year	₹.....Lakh
C.4.1.3	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2022 (2019-20,2020-21 and 2021-22) duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (√) in the appropriate box
		2019-20	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.4	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 (2019-20,2020-21 and 2021-22) or assessment years 2020-21,2021-22 and 2022-23)	Assessment year	Please Tick (√) in the appropriate box
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2022-23	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.5	Permanent Account Number (PAN)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.6	Goods and Services Tax Registration (GST)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.7	Documents to be submitted		
	<p>1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31.03.2022 i.e. FY 2019-20, FY 2020-21, FY 2021-22 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant.</p> <p>Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 and 2021-22) or assessment years 2020-21, 2021-22 and 2022-23)</p> <p>2. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past.</p> <p>3. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.</p> <p>4. GST registration Number: The bidder shall have GST registration, copy of GST certificate shall be enclosed</p>		

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

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C.4.2	IBA APPROVAL		
	Bidder shall submit IBA Certificate along with the bidder.		
	SL NO	PARAMETER	QUALIFYING VALUE
1	IBA APPROVAL	Valid IBA Certificate	
<p>Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA. (Exempted for Start-ups)</p> <p>If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 3 months as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.</p> <p>In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated</p>			
C.4.3	Bidder shall submit Registration under carriage by Road Act 2007 certificate along with the bidder.		
	SL NO	PARAMETER	QUALIFYING VALUE
	1	REGISTRATION UNDER CARRIAGE BY ROAD ACT 2007.	Valid Registration
Valid registration certificate shall be enclosed along with techno commercial bid.			
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

D: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions

D.1	ACCEPTANCE TO TENDER TERMS AND CONDITIONS	
	The bidder shall unconditionally accept all terms and conditions of tender.	
D.1.1	Details of documents submitted by Bidder	
	Duly filled, Signed and sealed copy of Tender document.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of "No Deviation Certificate" as per ANNEXURE-A	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of "Declaration" as per enclosed ANNEXURE-B	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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	Duly signed and Sealed copy of “ Integrity Pact ” as per enclosed ANNEXURE-G	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
D.2	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

A. BILL OF QUANTITY

A.1: Schedule-A (Basic Freight)

SL NO	Schedule.	DESCRIPTION	Approximate Business Volume (In %)
A	Schedule 1: (Base Price)		
1	A11	Consignment up to 3500kg to be transported in Mini Truck / Lorry	5%
	A12		
2	A21	Consignment weighing 3501 Kg to 9000 Kg to be transported in Truck or Lorry	10%
	A22		
3	A31	Consignment weighing up to 9000Kg to be transported in open body truck	30%
	A32		
4	A41	Consignment weighing 9001 Kg to 14000 Kg to be transported in 32 ft. long Truck.	35%
	A42		
5	A51	Consignment weighing 9001 Kg to 16000Kg to be transported in Turbo Truck	18%
	A52		
6	A61	Consignment weighing 16001 Kg to 20000 Kg to be transported in Trailer	1%
	A62		
7	A71	Consignment weighing 20001 Kg to 30000 Kg to be transported in Trailer	1%
	A72		

Note:

1) Minimum chargeable distance for all types of load shall be 200 KMs. i.e., even when the distance is less than 200 KMs. freight will be paid for a distance of 200 KMs.

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A.2.1: Schedule-B (Detention Charges)

SL NO	Schedule.	DESCRIPTION	UOM	Unit Rate (₹)
1	B1	Detention charges for Mini truck load -MTL (Consignment up to 3500 Kg)	₹/ day	500.00
2	B2	Detention charges for Full Truck load -FTL (Consignment up to 9000 Kg)	₹/ day	700.00
3	B3	Detention charges for Open body Truck -OBT (Consignment up to 9000 Kg)	₹/ day	700.00
4	B4	Detention charges for 9001 Kg to 14000 Kg to be transported in 32 ft. long Truck.	₹/ day	800.00
5	B5	Detention charges for Turbo Truck -TTL (Consignment 9001kg to up to 16000 Kg)	₹/ day	800.00
6	B6	Detention charges for Trailer-TL20 (Consignment 16001 to up to 20000 Kg)	₹/ day	1,000.00
7	B7	Detention charges for Trailer-TL30 (Consignment 20001kg up to 30000 Kg)	₹/ day	1,100.00

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A.2.2: Terms and conditions related to Detention charges:

Detention charges shall be paid extra if the vehicles are not loaded and unloaded in time.

Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.

Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.

Fixed detention charges will be paid as per the schedule of rates indicated under B, whenever vehicle is detained for loading / unloading / or at check post. A certification from the officer concerned has to be produced with the freight bill for claiming detention charges.

Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point: At loading point the vehicles have to report before 2 - 00 PM on the day of loading and register at concerned official of supplier/consigner.

Consigner/supplier shall provide the load within 24 Hours from the time of reporting and release the vehicle.

If the vehicle reports before 2 - 00 PM and the vehicle is not provided with load within 24 Hours from the time of reporting and has to stay at BHEL till the load is provided, detention charges as applicable can be claimed by the contractor.

At unloading point, the vehicle is expected to be released after unloading of the material within 24 hours (1 day). If the consignee is not able to arrange for unloading the material within 1 day, detention charges can be levied by the contractor.

For the purpose of claim, the contractor has to raise the detention charges along with the bill of transportation on case to case basis and provide appropriate documentation justifying the claim.

Detention at Site shall be paid based on the signature and official seal of any personnel at site.

In case official seal is not provided by the certifying person at site or further clarity and confirmation is required, certification by Head Material Management / end user is required for payment of detention charges. It is the responsibility of the transport Carrier to obtain the required Gate Entries/Endorsements in G.C. with time & date from other areas such as Shipping / Stores/ Sites etc. to enable BHEL to effect the detention payment. Without this detention claim payment cannot be paid.

However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.

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A.3: Schedule C: Loading & unloading charges

SL NO	Schedule.	DESCRIPTION	UOM	Unit Rate (₹)
1	C1	Loading & Unloading charges for Mini truck load -MTL (Consignment up to 3500 Kg)	₹/ LR	400.00
2	C2	Loading & Unloading charges for Full Truck load -FTL (Consignment up to 9000 Kg)	₹/ LR	500.00
3	C3	Loading & Unloading charges for Open body Truck - OBT (Consignment up to 9000 Kg)	₹/ LR	600.00
4	C4	Loading & Unloading charges for 9001 Kg to 14000 Kg to be transported in 32 ft. long Truck.	₹/ LR	700.00
5	C5	Loading & Unloading charges for Turbo Truck -TTL (Consignment 9001kg to up to 16000 Kg)	₹/ LR	700.00
6	C6	Loading & Unloading charges for Trailer-TL20 (Consignment 16001 to up to 20000 Kg)	₹/ LR	800.00
7	C7	Loading & Unloading charges for Trailer-TL30 (Consignment 20001kg up to 30000 Kg)	₹/ LR	900.00

Note:

Loading & unloading at BHEL UNITS /VENDOR'S WORKS/BHEL CUSTOMER SITES shall be paid by BHEL to the transporter as per schedule C. Loading & unloading at other places for any other reason shall be the responsibility of the carriers. No claim on this account shall be permissible.

Unloading charges for Kerala & West Bengal will be reimbursed at actual, on production of original money receipt issued by authorised labour Union indicating all the details like Vehicle No, consignee, consignor, total weight etc.

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B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT

B.1: SCOPE OF WORK:

Collection, Transportation and Safe delivery of consignments from BHEL- EDN ,BHEL-ESD, BENGALURU & their sub-contractor works, through Road, by engaging suitable Mechanical Vehicles such as Lorry/ Mini Truck/ Open body Trucks / Trucks / Mechanical Trailers etc. (Consignment Weight up to 30 MT) on All India Basis.

(1) From BHEL - EDN, BHEL-ESD, Bangalore to anywhere in India.

(2) From anywhere in India to BHEL- EDN, BHEL- ESD, Bangalore.

(3) From anywhere in India to anywhere in India and

(4) Any airport to anywhere in India (including various project sites) and BHEL-EDN, BHEL-ESD.

B.2.1 CONSIGNMENT CLASSIFICATION & RESPECTIVE VEHICLE TYPE

SL NO	Schedule.	Vehicle Type	Approximate weight and dimension of consignment
1	A11	Mini Truck / Lorry	Consignments weighing (actual wt., or Volumetric wt.) up to 3500 kg and/or having dimensions up to (1) Length 420 cm to 450 cm., or 14' to 15' (2) Width 150 to 180 cm., or 5' to 6' (3) Height 150 to 180 cm., or 5' to 6'
	A12		
2	A21	Truck or Lorry	Consignments weighing (actual wt., or Volumetric wt.) up to 9000 kg and/or having dimensions up to (1) Length above 510 up to 540 cm or 17' to 18' (2) Width 195 cm up to 210 cm or 6.5' to 7' (3) Height 210 cm to 270 cm or 7' to 9'
	A22		
3	A31	Open body Truck	Consignments weighing (actual wt., or Volumetric wt.) up to 9000 kg and/or having any one of the following dimensions. (1) Length above 570 cm., up to 630 cm., or 19' up to 21' (2) Width above 210 cm., up to 225 cm., or 7' up to 7.5' (3) Height above 210 cm., up to 270 cm., or 7' up to 9'
	A32		
4	A41	32 ft. long Truck.	Consignments weighing (actual or volumetric wt.) between 9001 to 14000 kg and /or having any one of the following dimensions up to (1) Length up to 960cms. or 32' (2) Width more than 210 cm up to 225 cm., or 7' up to 7.5" (3) Height more than 270 cm up to 390 cm., or 7' to 9'
	A42		
5	A51	Turbo Truck	Consignments weighing (actual or volumetric wt.) between 9001 to 16000 kg and or having any one of the following dimensions up to (1) Length more than 660 cm up to 720cms. or 22' up to 24' (2) Width more than 210 cm up to 225 cm., or 7' up to 7.5' (3) Height more than 270 cm up to 390 cm., or 7' to 9'
	A52		

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6	A61	Trailer	Consignments weighing (actual wt., or Volumetric wt.) up to 20000 kg and /or having any one of the following dimensions. (1) Length up to 1200 cm or 40' (2) Width up to 240 cm or 8' (3) Height up to 270 cm or 9'
	A62		
7	A71	Trailer	Consignments weighing (actual wt., or Volumetric wt.) between 20001 kg. to 30000 kg and /or having any one of the following dimensions. (1) Length up to 1200 cm or 40' (2) Width up to 240 cm or 8' (3) Height 270 cm up to 330 cm or 9' to 11'
	A72		

Note:

1. Dimensions indicated in the schedules are indicative. If there is a marginal variation in sizes up to + 5%, it will be treated as consignment of nearest schedule.
2. Placement of vehicle: If the vehicles are not provided within 24 hours from the time of request from BHEL / Vendor of BHEL, consignments will be booked thro' any other available transporter / at risk and cost of vendor.

B.2.2: TENTATIVE LOCATIONS OF SOURCE / DESTINATION

SL No.	Name of State	Nearby Cities of Project sites / Airport Terminals / Ports	SL No.	Name of State	Nearby Cities of Project sites / Airport Terminals / Ports
1	Andhra Pradesh	Vizag, Ramagundem, Srisailam	16	Tamilnadu	Chennai, Neyveli, Kanyakumari
2	Assam	Guwahati	17	Telangana	Kothagudem, Manuguru, Palmaru, Kalleshwaram, Hyderabad
3	Bihar	Muzaffarpur, Patna	18	Uttrakhand	Dehradun, Haridwar, Rishikesh, Chamoli
4	Chhattisgarh	Raipur, Korba	19	Uttar Pradesh	Jhansi, Ghaziabad, Varanasi
5	Gujarat	Raghasenda, Gandhar, Surat, Baroda	20	West Bengal	Kharagpur, Jhargram, Jamuria, Chittranjan, Asansol, Howrah, Dhankuni
6	Haryana	Sonipat, Panipat	21	Delhi	Delhi

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7	Himachal Pradesh	Bairasaul	22	Airports	Mumbai, Chennai, New Delhi, Kolkata, Bangalore, Hyderabad
8	Jharkhand	Patratu, Tatanagar, Bhalai, Gomoh			
9	Karnataka	Raichur)			
10	Kerala	Kayamkulam			
11	Madhya Pradesh	Bhopal			
12	Maharashtra	Mumbai, Nagpur			
13	Odisha	Paradip, Damajodi, Bondamunda			
14	Punjab	Pathankot, Patiala			
15	Rajasthan	Kota, Suratgarh			

Note: The above list of destination / source is subject to change as per addition / deletion of BHEL Project sites / requirement.

B.3 TERMS AND CONDITIONS OF CONTRACT

B.3.1: MINIMUM CHARGEABLE DISTANCE:

Minimum chargeable distance for all types of load shall be 200 KMs. i.e., even when the distance is less than 200 KMs. freight will be paid for a distance of 200 KMs.

Freight charge is payable for the shortest distance from the place of loading to place of delivery

The distance for calculating freight charges shall be reckoned from the publication of Automobile Association of India or Road Map of India Published by Survey of India or Motoring Guide (latest edition). maps.google.com (web site). The distance calculated based on the above documents by BHEL-EDN, Bangalore is final and binding.

B.3.2: VOLUMETRIC WEIGHT:

Consignments, which are bulky and less weight, will be considered for payment of freight charges on volumetric weight. For this purpose, consignment should be of minimum of 35 cft. Volumetric weight of consignment will be computed as below.

1 cubic meter = 388 kg. or 1 cubic feet = 11 kg.

Volumetric weight of each packing boxes loaded in a vehicle is arrived at by multiplying Length (L) x Width (W) x Height (H) with weight per cubic measurement and then totaling the volumetric weight of all the boxes.

B.3.3: INFRINGEMENT ON WEIGHT:

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Any increase in weight beyond the maximum limit prescribed in the schedules will be paid proportionately extra on the basic rates. However the limits prescribed under Motor Vehicle Act 1988 and the subsequent revisions or any other applicable laws are to be complied with.

B.3.4: CHARTERED TRUCK LOAD (CTL):

If the consignments of part load in nature, are booked as MTL/ FTL due to any reason, and authorized in writing by the BHEL executive of the department concerned of not less than the rank of DGM or authorized personnel they are considered as chartered truck loads. Freight payment of such bills will be made accordingly as MTL/ FTL.

B.3.5: TRANSSHIPMENT:

Consignments shall be transported in the same vehicle without transshipment enroute, for consignments booked under schedule A1 to A7. In case transshipment is unavoidable, the transporter should obtain written permission from BHEL executive concerned, not below the rank of Manager. Authorization letter permitting transshipment should be attached along with the freight bill.

The vehicle Registration number, in which material was originally loaded, should be recorded on the LR and at the time of delivery, acknowledgement must be obtained from the consignee indicating the vehicle Registration number and the type of vehicle.

B.3.6: OFF-LOADING:

Consignments received by the transporter should not be off-loaded to any other transporter without written permission of BHEL.

B.3.7: TRANSPORTATION OF HAZARDOUS GOODS:

While transporting hazardous chemicals, Transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1989 and subsequent amendments and take adequate measures for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract.

Following Main provisions made in the MV Act 1989 relating to "TRANSPORTATION OF HAZARDOUS GOODS" are to be complied with, while transporting hazardous goods by road.

Rule No.	Description
9	Educational qualifications for drivers of goods carriages carrying dangerous or hazardous goods.
129	Transportation of goods of dangerous or hazardous nature to human life.
129A	Spark arrester
130	Manner of display of class labels.
131	Responsibility of the consignor for safe transport of dangerous or hazardous goods.
132	Responsibility of the transporter or owner of goods carriage.
133	Responsibility of the driver.
134	Emergency information panel.
135	Driver to be instructed.
136	Driver to report in the police station about accident.
137	Class labels.

Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.

BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons what so ever.

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The transporters have to maintain their vehicle in good condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV act 1988 and subsequent amendments.

Security, Safety and Environmental Management Systems (EMS) and other rules & regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

Drivers or any crewmember of the vehicle entering BHEL premises should not be under the influence of alcohol. Drivers of the vehicles should have the valid driving license while entering BHEL premises.

B.3.8: The Transporter should ensure that **IBA Recommendation** is valid throughout the Contract period.

If a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the Contract with him shall ultimately be terminated and forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated

B.3.9: It is the responsibility of the transporters to place the vehicle at the place of loading. No extra charges shall be payable for the empty vehicle movement to the place of loading.

B.3.10: All Transporter shall provide services for all types of loads indicated in the Schedule of rates under A1 to A7.

B.3.10: For all out going materials from BHEL-EDN & BHEL –ESD Bangalore, the Transporter should accept different packages for transportation in a single truck and for delivery at more than one point at the same destination within 100 km apart. For this, total distance will be considered for payment.

B.3.10: The LRs issued by the Transporter at the time of booking the consignment should be complete in all respects with actual weight and dimensions of the packages. Purchase Order Number of BHEL-EDN, wherever applicable, should be clearly indicated in the LR. Corrections/ over writings/ cuttings, if any, shall be done legibly and countersigned by the transporter. In case the dimensions are not clearly mentioned in the LR, bills will be paid for actual weight only. Vehicle Registration No., to be indicated on the LR for schedules A3 to A9 and shall be certified by the consignee.

B.3.11: The weight, measurement and description of the goods mentioned in the Delivery Challan / Invoice / Road Dispatch Advice (RDA) note issued by BHEL-Regional Operating Division (ROD) Mumbai / packing list of the consignee will be the reference document for ascertaining the value of the material for the purpose of recovery of shortage, damage, loss, if any. The transporter is responsible for soundness of packages at the time of booking and should not accept any booking of parcel in open / damaged / leaking condition. Once the transporter issues the LR, it is deemed that packages are handed over to them in good condition. The transporter is also responsible for any discrepancies found at destination.

B.3.12: Whenever consignment is delivered in open / damage / shortage / leaking condition or consignment lost in transit, transporter shall issue necessary certificate / documents for claiming insurance. In case, underwriters refuse to settle the claim in full or part value, due to the fault of the transporter, the value of loss will be recovered from the transporter. Transporter is responsible for full value of the consignment in case of non-delivery of consignment.

B.3.13: While accepting the consignment for transportation, Transporter should ensure that all documents required for check post / excise / sales tax authorities' en-route are carried by them. BHEL is not responsible for any seizure of vehicle or consignment by any such authorities.

B.3.14: Tax Invoice in respect of all GST items are to be invariably obtained from the suppliers of BHEL and the GST Invoice number incorporated in the LR and the same are surrendered to BHEL along with the consignment. Otherwise, any loss on account of this will be recovered from the Transporter.

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In case of Free Issue Materials / Site Returned Materials / Rejected Materials / the consignment booked without any BHEL Purchase Order reference, the Transporter should demand the relevant documents as applicable.

B.3.15: Consignment without BHEL Purchase Order reference should not be collected / delivered at BHEL-EDN, Bangalore, without written permission from the user Department. In such cases, the Transporter is solely responsible for the safe delivery of the consignment at the right place in BHEL.

B.3.16: Wherever E way bill is issued to Transporter, the transporter should hand over the Eway bill and get an acknowledgement from the consignee on the back of LR. Otherwise, any loss on account of this, will be recovered from the Transporter, which amounts to Rs. 25,000/- as on date or at actuals whichever is applicable.

For preparation of online E-way bill required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.

B.3.17: The documents handed over at the booking points and meant to be handed over to the consignee such as Consignee copy of LR, Tax Invoice, E-way bill etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Transporters.

B.3.18: Online Tracking system of vehicle for movement and delivery of the consignments shall be made available.

B.3.19: DESPATCH & ENROUTE DOCUMENTS

While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carriers responsibility

Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from Stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.

The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial by the Transport Carrier concerned.

Wherever Road Permit Form is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ₹25,000/- per-form as on date.

The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers

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B.3.20: INSURANCE COVERAGE AND CLAIM

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.

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 Carriage by Road Act 2007 as amended up to date.

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.

The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

Damage / Loss

If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs.

OR

During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.

On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.

The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.

However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.

B.3.21: OPEN DELIVERY

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

B.3.21: NON ACCEPTANCE OF INSURANCE LODGED BY BHEL AND CARRIERS RESPONSIBILITY

Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value

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of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

B.3.21: ACCIDENTS

All accidents at any point shall be reported to agency concerned and **CCD (Common Contracting Department), BHEL-EDN, Bangalore** in writing through mail within 24 Hrs followed by hard copy within two days. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

29.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or **CCD (Common Contracting Department), BHEL-EDN, Bangalore** as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and **CCD (Common Contracting Department), BHEL-EDN, Bangalore** for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters

No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.

The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.

In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL

B.3.21: SAFETY OF CONSIGNMENT

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.

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.

The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

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.

Transporter shall NOT auction the material belonging to BHEL where customers / 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.

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, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

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B.3.21: 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: -

Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle, whenever explicitly mentioned by BHEL.

To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.

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.

Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.

Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

B.3.21: TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENT

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.

The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

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.

It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

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 under whatsoever may be the reasons / conditions.

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.

Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.

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.

Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

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B.3.21: LAWS GOVERNING THIS CONTRACT

The Contract to be operated complying with the all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time including but not limited to, the following:

1.1.1 Motor Vehicles Act, 1988

1.1.2 Central Motor Vehicles Rules, 1989

1.1.3 Other Central Rules, Notifications

1.1.4 Karnataka Motor Vehicle Rules,

1.1.5 Karnataka Motor Vehicles Accident Claims Tribunal Rules

1.1.6 Karnataka State Transport Appellate Tribunal Rules

1.1.7 Karnataka Vehicles Taxation Act, Rules and Notes of Cases

1.1.8 Road Transport Corporations Act, 1950

1.1.9 Carriage by Road Act, 2007.

1.1.10 GST & E-Way Bill regulations

1.1.11 Any other Act/Rules /Regulations which may be introduced by central/Sate /Union Territory regarding road transportation

The Contract as entered into between BHEL and the successful Bidder(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 Carriage by Road Act, 2007

The Transport Carriers / Fleet owners should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.

Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.

The Transport Carriers/Fleet Owners, should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.

The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.

The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.

MOTOR VEHICLE ACT

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act except ODC shall be payable. If any of the issues has not been dealt specifically in any schedule, then the same will be decided in line with the provisions of other schedules / terms and conditions dealing with the same issue.

B.3.22: JOURNEY MANAGEMENT:

Where BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost.

Transporter will permit installation of Vehicle Tracking System (VTS)/Global Positioning System (GPS), on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.

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Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e - mail, web based monitoring system or any other mode desired by BHEL.

Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e - mail / phone of urgent and critical items to BHEL on daily basis.

C. CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The truck/ vehicle for loading / unloading should report at BHEL-EDN / BHEL-ESD on the same day of booking or within one working day from the booking time on all the working days.

C.2: Transit Time

Timely delivery of the consignments at destination is very important aspect of this contract.

The normal transit time is calculated excluding booking and delivery date.

Transit time for schedule **A11 to A52** will be 250 km per day with minimum 4 days.

Transit time for schedule **A61 to A71** will be 175 km per day with minimum 4 days.

C.3: Contract Period:

Twenty-four months from the date of award of contract.

BHEL-EDN reserves the right to extend the contract (Based on mutual consent) by 3 months with rates existing at the time of expiry of contract with same terms and conditions.

D. PAYMENT TERMS:

Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive).

*Payment shall be made **within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder of submission of bill complete in all respect.** All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment will be made by BHEL If there is any delay in making payment, no interest will be paid.*

The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.

No advance will be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.

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The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

If the delivery is effected at a place other than that mentioned in LR, with the written request of the consignee, extra distance incurred will be added to normal distance for payment of freight charges.

No demurrage / wharf age / ground rent / go down rent charges shall be paid.

Fixed detention charges will be paid as per the schedule of **rates indicated under Schedule-B**, whenever vehicle is detained for loading / unloading / or at check post. A certification from the officer concerned has to be produced with the freight bill for claiming detention charges. However no detention charges will be payable if the vehicle reports on Sundays or General Holidays.

Loading & unloading at BHEL UNITS /VENDORS/BHEL CUSTOMER SITES shall be paid by BHEL to the transporter as per **Schedule-C**. Loading & unloading at other places for any other reason shall be the responsibility of the carriers. No claim on this account shall be permissible.

Unloading charges for Kerala & West Bengal will be reimbursed at actual, on production of original money receipt issued by authorized labour Union indicating all the details like Vehicle No, consignee, consignor, total weight etc.

D.1: SUBMISION OF BILLS:

The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

In case of consignments claiming freight on volumetric weight, dimensions of the consignment should be mentioned on the LR and a supporting document (RDA, packing list etc.) must be enclosed with the bill, failing which, bill will be paid on actual weight.

Consignments booked for transportation from any airport (Including International Container Division (ICD), Bangalore) to anywhere in India (Including various project sites) are 'TO BE BILLED AT BHEL-EDN, Bangalore' basis.

Transporter has to submit bills separately for incoming and outgoing consignments within 1 month from the date of booking.

Bills of consignments booked from BHEL-EDN / BHEL-ESD are to be submitted to respective user department of BHEL-EDN / BHEL-ESD.

Bills must be complete in all respect with details of calculation and necessary enclosures containing information such as place of booking and delivery, actual weight and size of consignment, schedule of rate etc. Incomplete bills will not be processed for payment.

LRs issued should bear printed serial numbers. Vehicle No. should be indicated in the LRs for all Full Lorry Load bookings. Original LR copy (consignee copy) should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc., in the LRs should not be done and will not be accepted, if not authenticated by the consignor. Copies of LRs submitted to BHEL & its customers should be legible. Remarks on the LR such as "AT OWENERS RISK", "NOT RESPONSIBLE FOR LEAKAGE / DAMAGE" are not applicable for consignments booked under this contract

Following documents must be submitted along with the bills. Original LR copy (Consignee copy) duly acknowledged and stamped by the consignee.

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- In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.
- Authorization letters issued by BHEL-EDN executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.,
- If Transshipment is made, permission letter issued by BHEL-EDN.
- Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors.

Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.

E. RATES, TAXES AND DUTIES:

Bonus clause & Over run compensation (ORC) are not applicable for this contract.

The rates quoted by vendor is inclusive of all taxes and duties except Goods and services Tax (GST).

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.

During the transportation of the material, if any penalty or fine is imparted by any of the government agency **because of the material being carried**, such penalty can be claimed by the transporter after submission of original receipts which will be reviewed by the user agency and can be sanctioned only by the Head of the user department.

The applicable GST shall be reimbursed based on documentary evidence for GST registration and compliance.

F. LIQUIDATED DAMAGES (LD)/PENALTY:

F.1: PENALTY:

If the consignments are not delivered within the transit time (**Transit time for schedule A11 to A52 will be 250 km per day with minimum 4 days and Transit time for schedule A61 to A72 will be 175 km per day with minimum 4 days.**) as defined in tender or on production of the consignee copy of LR, penalty on the freight charges will be levied as follows.

(1) Penalty @2 % per week or part thereof is payable on the total of basic freight charges against a particular consignment.

When the penalty is levied, the grace time of four days will not be allowed. However, in force-majeure cases, approval of the competent authority to waive off the penalty shall be taken by an official of department concerned.

F.2: MAXIMUM VALUE OF PENALTY:

The total recoveries under aforesaid clauses shall be limited to maximum **10%** of the contract value.

(a) In case of any change of order value, LD / PENALTY shall be subject to a maximum of **10%** of the revised order value

(b) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

G. DIESEL PRICE VARIATION CLAUSE:

The rates of Schedule-A (Basic Freight Rate) shall be revised based on variation of monthly average price of High Speed Diesel (HSD) as per following formula:

Case 1: When variation (+ / -) in monthly average price of HSD is equal to or more than ₹1.00 w.r.t previously considered monthly average rate.

Revised Rate = Awarded Rate + (0.03 * MF * Change in Average Price of HSD (in₹) w.r.t HSD rate at the time of NIT floating)

Case2: When variation in monthly average price of HSD is less than ₹1.00 w.r.t previously considered monthly average rate.

Revised rate= Awarded rate or Last Revised Rate.

Where MF (Multiplying factor) for Schedule **A11 & A12=3.5, A21 & A22 =9, A31 & A32=9, A41 & A42=14, A51 & A52=16, A61 & A62 =20, A71 & A72=30**

Other information related to PVC clause are as follows:

- 1) Retail selling price at Bangalore as notified by Indian Oil Corporation Ltd., shall be the basis for calculation of average Price of HSD for a month.
- 2) Price Variation clause will be applicable only when there is an increase/ decrease in fuel price (HSD) per litre to the tune of one rupee or more compared to previously considered price.
- 3) The first revision of rates will be made by taking into account the average rate of HSD from the date of NIT and up to the last date of the month in which the contract has been awarded.
- 4) Subsequent revisions will be made on first day of every month based on monthly average fuel price of previous month and previously considered average price for revision.
- 5) The price revision made on first day of every month depending upon the variation of monthly average HSD rate and shall remain firm during the entire month irrespective of variation of HSD price during the month.
- 6) There will be no revision in rates of Schedule -B (Detention charges) & Schedule- C (Loading and unloading charges) during the tenure of the contract under any circumstances.

H. Safety Conditions:

1. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
2. The lights on right side (i.e.) over driver's cabin should be in working condition.
3. Both the head lights as well as park lamps must be in working condition.

HANDLING OF VEHICLES INSIDE BHEL UNITS

1. The vehicle should not travel at more than 20 kmph in BHEL premises.
2. The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
3. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
4. The driving should be kept in the left at all places.

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5. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
6. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
7. The vehicle should pass only through approved routes. Short cuts are forbidden.
8. There must be a safe distance behind another moving truck.
9. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

The responsibility of various agencies to ensure safety in transportation of material using suitable mechanical vehicle shall be as follows:

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 19 61 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material.	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Commercial/Logistics

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

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The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) 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)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

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Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, 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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST

liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees.

5. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
6. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
7. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
8. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
9. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

13 PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of

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any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in

charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.comon> "supplier registration page".

31. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. INTEGRITY PACT (IP)

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23

20.03.2023

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

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

(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

1. Name : Satya Prakash, Manager
Dept. : Common Contracts Department
Address : New Engineering Building, 2nd floor, BHEL- Electronics Division,
Bengaluru-560026
Phone : 080 2699 8040
e-mail : satyaprakash@bhel.in
2. Name : Vishal Singh, SDGM
Dept. : Common Contracts Department
Address : New Engineering Building, 2nd floor, BHEL- Electronics Division,
Bengaluru-560026
Phone : 080 2699 8858
e-mail : vishal.singh@bhel.in

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: **BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23**

20.03.2023

7.SPLITTING OF CONTRACT:

The contract shall be divided amongst the vendors giving acceptance to counter offered rates as per ranking as proposed below:

Sl No:	No. of vendors accepting L1 rates	% of Contract Value to be awarded to (L1*)	% of Contract Value to be awarded to (L2*)	% of Contract Value to be awarded to (L3*)	% of Contract Value to be awarded to (L4*)	% of Contract Value to be awarded to (L5*)
Case-1	4	40.00%	25.00%	15.00%	10.00%	10.00%
Case-2	3	50.00%	25.00%	15.00%	10.00%	NA
Case-3	2	55.00%	30.00%	15.00%	NA	NA
Case-4	1	60.00%	40.00%	NA	NA	NA
Case-5	0	100.00%	NA	NA	NA	NA

* - Indicates Revised ranking based on original ranking, acceptance of bidders to the counter offered L1 rate and MSE status of bidders.

The procedure to be adopted for splitting of contract is as follows:

- 1) The Original ranking of the vendors will be prepared based on rates quoted by qualified bidders.
- 2) The L1 rate accepted by BHEL will be counter offered to all qualified bidders for acceptance as per merit (original ranking).
- 3)Based on the acceptance of L1 rates by all qualified bidders and considering the MSE related guidelines issued by GOI (Notification No: 4455 Dtd: 09.11.2018 issued by Ministry of Micro, Small and Medium Enterprises), revised ranking will be decided by BHEL taking into account original ranking and MSE status.
- 4)Contract will be awarded to vendors for the quantum of business as indicated above based on REVISED RANKING.
- 5) In case number of vendors accepting L1 rate is more than four, vendors with revised ranking up to L5* will only be considered for award of work.

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of "ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25." Tender Ref No: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23 /Date: 20.03.2023 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: **BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23**

20.03.2023

ANNEXURE-B

PART-I (Declaration)

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: "ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25."

Tender Ref No: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23 /Date: 20.03.2023

DECLARATION

I / We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

A.EMD PAYMENT WIDE SBI-E COLLECT

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT "
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank: State Bank of India
Branch: Chandra Layout Branch, Bangalore 40
IFSC code: SBIN0004051
Account Number: 31467498356
Account type: Current Account

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23

20.03.2023

Annexure - D

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No. _____
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: **BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23**

20.03.2023

ANNEXURE-E

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

Bank Guarantee No.....

Date.....

To
**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BANGLAORE-560026**

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender Ref No: **BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23 /Date: 20.03.2023**" (Clause B: Pre- qualification Criteria: Earnest Money Deposit (EMD)), M/s. having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**" invited by **BHARAT HEAVY ELECTRICALS LIMITED**, through its **ELECTRONICS DIVISION** Unit at **BANGALORE-560026**.

The Tender Conditions provide that the Tenderer shall pay a sum of **₹8,64,483/- (₹Eight Lakh Sixty-four thousand and four hundred eighty-three only)** 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 **₹6,64,483/- (₹Six Lakh Sixty-four thousand and four hundred eighty-three only)** 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 **₹6,64,483/- (₹Six Lakh Sixty-four thousand and four hundred eighty-three only)** 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 of **₹6,64,483/- (₹Six Lakh Sixty-four thousand and four hundred eighty-three only)**

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.

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23

20.03.2023

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 up to and including **30.09.2023** 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 **31.12.2023** 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 of **₹6,64,483/- (₹Six Lakh Sixty-four thousand and four hundred eighty-three only)**
- b) This Guarantee shall be valid up to **30.09.2023**.
- c) Unless the Bank is served a written claim or demand on or before **31.12.2023** 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.....

Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23

20.03.2023

Note:

1. BG should be valid for six months from the date of tender submission.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In Case of Bank Guarantees submitted by Foreign Vendors

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)

B.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

B.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

B.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	18	18 IDBI
2	ALLAHABAD BANK		
3	ANDHRA BANK	SL NO.	PRIVATE BANKS
4	BANK OF BARODA	19	AXIS BANK
5	CANARA BANK	20	HDFC
6	CORPORATION BANK	21	ICICI
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED
8	INDIAN BANK	23	KOTAK MAHINDRA BANK
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK
10	ORIENTAL BANK OF COMMERCE	25	YES BANK
11	PUNJAB NATIONAL BANK		
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS
13	SYNDICATE BANK	26	CITI BANK N.A
14	UCO BANK	27	DEUTSCHE BANK AG
15	UNION BANK OF INDIA	28	HSBC
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK
17	VIJAYA BANK	30	J P MORGAN

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25. (Tender Ref No: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23 /Date:20.03.2023)**. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

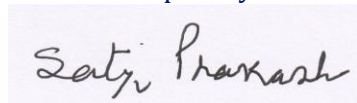
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle or associates. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor (s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

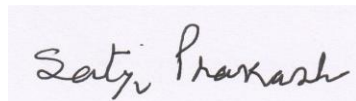
Section 3 - Disqualification from Tender process and exclusion from future Contracts

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

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.



Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

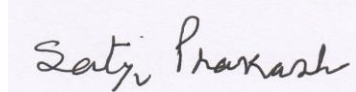
8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 for ensuring the desired transparency all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.



Name of Works: **ALL INDIA TRANSPORT CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS OF BHEL- EDN & ESD, BENGALURU FOR TWO YEARS DURING YEAR 2023-25.**

Enquiry No.: BHEL-EDN/ CCD/AITC-EDN/ NIC-RET5/22-23

20.03.2023

8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD, BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration.

9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract of successful bidder and for all other bidder 6 months after the Contract has been awarded. Issues like warranty guarantee etc., should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

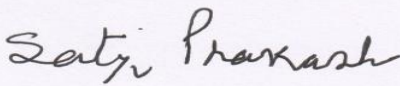
10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



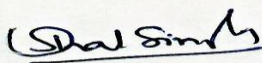
For & On behalf of the Principal

ಸತ್ಯ ಪ್ರಕಾಶ, ವ್ಯವಸ್ಥಾಪಕರು/ಸಿ.ಸಿ.ಡಿ.
सत्य प्रकाश, प्रबंधक/सी.सी.डी.
SATYA PRAKASH, MANAGER/CCD
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Place: BHEL-EDN, Bangalore.

Date: 20.03.2023

Witness:



Vishal Singh

Sr. Deputy General Manager / CCD

BHEL-EDN, Mysuru Road, Bengaluru-560026

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place:

Date:

Witness:

Signature:

Name & Address:

Certificate by Chartered Accountant on letter head for MSE bidder

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

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year 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€ dated October 5, 2006 :
₹.....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 MSMED Act, 2006 :
₹.....Lac.

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

PART-II (PRICE BID)

Schedule-A (Basic Freight)

SL NO	Schedule.	DESCRIPTION	Distance Slab	UOM	Unit Rate (₹/Km)	Approximate Business Volume (In %)
1	A11	Consignment up to 3500kg to be transported in Mini Truck / Lorry	Up to 500 Km	₹/Km	31.58	1%
	A12		Above 500 Km	₹/Km	27.87	4%
2	A21	Consignment weighing 3501 Kg to 9000 Kg to be transported in Truck or Lorry	Up to 500 Km	₹/Km	35.29	1%
	A22		Above 500 Km	₹/Km	33.43	9%
3	A31	Consignment weighing up to 9000Kg to be transported in open body truck	Up to 500 Km	₹/Km	35.29	1%
	A32		Above 500 Km	₹/Km	33.43	29%
4	A41	Consignment weighing 9001 Kg to 14000 Kg to be transported in 32 ft. long Truck.	Up to 500 Km	₹/Km	78.94	5%
	A42		Above 500 Km	₹/Km	60.37	30%
5	A51	Consignment weighing 9001 Kg to 16000Kg to be transported in Turbo Truck	Up to 500 Km	₹/Km	46.44	3%
	A52		Above 500 Km	₹/Km	41.79	15%
6	A61	Consignment weighing 16001 Kg to 20000 Kg to be transported in Trailer	Up to 500 Km	₹/Km	83.58	0.5%
	A62		Above 500 Km	₹/Km	65.01	0.5%
7	A71	Consignment weighing 20001 Kg to 30000 Kg to be transported in Trailer	Up to 500 Km	₹/Km	83.57	0.5%
	A72		Above 500 Km	₹/Km	60.37	0.5%

Bidder to Quote overall _____(To be quoted in Financial Bid) _____% above or below or at par with the rates as indicated above.

Bidder shall select Excess / Less in the price bid and then enter % of Excess / Less to arrive at overall quoted % offer value. The overall Quoted % offer value shall be considered for evaluation of price bid and not the % Excess/ Less.

The quoted % will apply to all individual rates to arrive at final rate for each schedule.

Example: If a bidder quotes 80%, the unit rate for Schedule A11 will be 80 % of ₹31.58 (₹25.26).

If a bidder quotes 100%, the unit rate for Schedule A11 will be 100 % of ₹31.58 (₹31.58).

If a bidder quotes 105%, the unit rate for Schedule A11 will be 105 % of ₹31.58 (₹33.15)

Applicable GST @%

Note:

1) Minimum chargeable distance for all types of load shall be 200 KMs. i.e., even when the distance is less than 200 KMs. freight will be paid for a distance of 200 KMs.

2) The rates indicated above is exclusive of GST and inclusive of all over taxes and duties applicable.