

 Rudrapur	NOTICE INVITING TENDER	Doc. No:-	NIT
		Part 01	Doc.
		Rev no	00

NOTICE INVITING TENDER


Offers in two-part bids against subject e-tender **“Open Tender Enquiry No. 202404291 (Published Date)”** are invited from reputed & experienced bidders/contractors for the execution of works *i.e.* **“Framework Agreement (FA) for FTL Transportation from anywhere to anywhere in India, for a period of Two (02) Years”** as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.

Following salient points relevant to the tender may please be noted.

Salient Features of NIT:

Sl. No.	Issue	Description
1	Issue of Tender Documents	As per NIT.
2	Last Date and Time of Offer Submission	As per NIT. Placed: <i>on https://eprocurebhel.co.in</i>
3	Opening of Tender	As per NIT.
4	Submission of offer	Offer against subject tender can only be submitted on BHEL e-procurement portal https://eprocurebhel.co.in against ref no. 202404291 . Offer received in any other mode like postal etc. shall not be entertained.
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-procurement portal https://eprocurebhel.co.in No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above portals/websites on regular intervals to keep abreast with latest updates.
6	Document Cost	NIL
7	EMD Value	₹ 5,000,00/- (MSE/Start-Up bidders are Exempted for EMD submission.) Online EMD (Electronic Fund Transfer) Submission Allowed. Offer without EMD submission other than MSE/Start-Up bidders will be rejected without any information.




 Rudrapur	NOTICE INVITING TENDER	Doc. No:-	NIT
		Part 01	Doc.
	GROUP : WCM (Works Contracts Management)	Rev no	00


		Modes of deposit for EMD : The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (v) Insurance Surety Bonds In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
8	Pre-Bid Meeting	Required
9	List of Documents (EMD/PQR /Technical) (First Envelope)	<ol style="list-style-type: none"> 1. NIT 2. Annexure D (PQR) 3. Annexure A & B (Techno -Commercial Bid) 4. Annexure-C (Check List of Documents) 5. Annexure-III (Nos. of Vehicle and details project wise) 6. Annexure-IV Rev 02 (SCC) 7. Tax Sheet 8. Deviation Sheet. 9. GCC (General Conditions of Contract) Rev 01. 10. STC (Special Terms & Conditions) 11. Integrity Pact Clause 12. IEM Details 13. RA Guidelines 2024 Remarks: Techno-Commercial Bid (First Envelope) All tender documents signed and stamped should be attached along with Part-I bid.
10	List of Documents (Price BID) (Second Envelope)	1. Price Bid (BOQ) Remarks: Price Bid (Second Envelope)
11	Award of Contract	Work order shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially




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		qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance.
12	Work Distribution	Applicable, as per Clause 13 of Annexure-IV Rev 01(SCC)
13	Contact Persons from BHEL	<p>Following officials may be contacted for any clarifications in subject tender.</p> <ol style="list-style-type: none"> 1. Mr. Ashraf Rahman Idrisi, Sr. Manager /MM, Ph No. 05944-257220 Mob: 9758888682 E-Mail: ar.idrisi@bhel.in 2. Mr. Vipul Kumar Engineer /MM, 8979773700 Ph No. 05944 257 208 / E-Mail: vipul@bhel.in
14	Security Deposit	<p>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ol style="list-style-type: none"> i)Cash (as permissible under the extant Income Tax Act) ii)Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. iii)Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. iv)Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v)Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) vi) Insurance Surety Bonds




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	<p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>“In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder”</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p> <p>Please refer clause 30 of GCC for further details about Security Deposit Clause.</p>
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Bank Account Details for EMD Deposition

Bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer). Any other mode of payment will not be acceptable and make your offer liable for rejection.


For Electronic Fund Transfer the details are as below:-

- Name of the Beneficiary** -: Bharat Heavy Electricals Limited
- Bank Particulars**

i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code):-	'05944 - 247678 / 247646/ 243843
iii).	Branch Address:-	INDIRA CHORAHA ,RUDRAPUR,U.S PIN-263153
iv).	Bank Fax No. (with STD code) :-	05944 - 243454
v).	9 Digit MICR Code of the Bank Branch	263002001
vi).	Bank Account Number :-	10672521208
vii).	Bank Account Type :-	CASH CREDIT
viii).	11 Digit IFSC Code of Beneficiary	SBIN0000708

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(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of Electronic Fund Transfer EFT as defined in mode of EMD Deposit should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.

Forfeiture of EMD

A) EMD by the Tenderer will be forfeited as per NIT conditions, if:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

B) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

C) EMD shall not carry any interest.

D) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

E) EMD of successful tenderer will be retained as part of Security Deposit.

Additional Terms and Conditions:

a) **Suspension of Business Dealings**-Action shall be taken as per extant BHEL

"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

b) **Fraud Prevention Policy**-The Bidder along with its associate/ collaborators/ sub-contractors/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

c) **Jurisdiction**-Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.

Signature

Signature

STC (Special Terms & Conditions) For Tender Enquiry No 202404291

1. No separate technical offer submitted by bidder shall be acceptable. Only techno-commercial offer/documents given in tender on **eprocurebhel.co.in** portal shall be acceptable.
2. **Payment Terms:** As per clause 24 Annexure IV Rev 01 (SCC).

Any deviation in the payment term as per below tables will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening + 6%)] for the period of relaxation sought by bidders.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in
No overdue interest shall be payable by BHEL

3. **PQR:** PQR being an essential part of NIT, value mentioned in PQR (Annexure- D) is considered basic value to avoid any ambiguity in tender.
4. **Due to service contract MSE/STARTUP are exempted for Prior Turnover & Work Experience for this tender as per Guidelines for MSE bidders 1(2)/2016 dated 10.03.20216.**
5. **Bid Validity: 180 Days**
6. **Reverse Auction:** Reverse Auction shall be applicable for this Tender.
"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.
Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."
7. **Evaluation of Tender:** Item Wise.
8. **Sub: Conflict of Interest among Bidders/ Agents:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

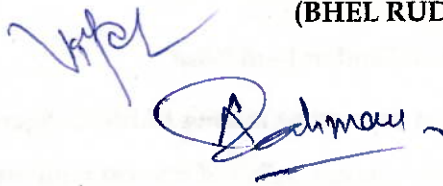
or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

12. Bidders to submit signed and sealed copy of all attached NIT and tender documents as a proof of acceptance

(BHEL RUDRAPUR)



Pre-Qualifying Requirements (PQR)

The PQR stipulates the following minimum requirements for the bidders :

1. IBA Approval Valid on the date of tender opening. It shall also be ensured that the same is valid / available throughout the period of the contract and if not, rate contract would be cancelled.

2. Bidder to submit certificate duly signed and stamped on its letter head, that :

"The bidder is presently not put on hold, suspended, de-listed, banned or black listed by any of the BHEL Units."

3. Net worth of the Bidder based on the latest Audited Accounts as furnished above must be positive.

Submission of audited annual accounts for three years i.e. 2023-24, 2022-23 and 2021-22.

4. Turn over and Experience (all values are excluding GST):

Vehicle Type	Vehicle Size	Vehicle Capacity	Distance Slab	CRITERIA (TURN OVER)	CRITERIA (EXPERIENCE)		
				Turn over from business of Placing transport vehicles (Rs.) {average of the three financial years i.e. 2023-24, 2022-23 and 2021-22 (audited)}	Experience of having successfully completed similar works* during past 7 years as follows:		
					(a) Three Transportation works (full load vehicle) of value each not less than following (Rs.)	(b) Two Transportation works (full load vehicle) of value each not less than following (Rs.)	(c) One Transportation works (full load vehicle) of value each not less than following (Rs.)
TRAILOR	40'X8.6'X8'	25 MT	101-600 Kms.	12.13 Lakh	16.18 Lakh	20.22 Lakh	32.36 Lakh
			601-1500 Kms.	88.3 Lakh	117.73 Lakh	147.16 Lakh	235.46 Lakh
			1501 & Above	4.12 Lakh	5.50 Lakh	6.87 Lakh	11.00 Lakh
OPEN BODY	28'X8.6'X8'	9 MT	0-100 Kms.	0.61 Lakh	0.81 Lakh	1.02 Lakh	1.63 Lakh
			101-600 Kms.	4.28 Lakh	5.70 Lakh	7.13 Lakh	11.41 Lakh
			601-1500 Kms.	28.57 Lakh	38.09 Lakh	47.61 Lakh	76.18 Lakh
LP TRUCK	22'X7.6'X7.6'	15 MT	1501 & Above	5.09 Lakh	6.78 Lakh	8.48 Lakh	13.56 Lakh
			0-100 Kms.	0.21 Lakh	0.28 Lakh	0.35 Lakh	0.56 Lakh
			101-600 Kms.	1.78 Lakh	2.37 Lakh	2.97 Lakh	4.75 Lakh
LP BODY	19'X7'X7'	9 MT	601-1500 Kms.	11.93 Lakh	15.91 Lakh	19.89 Lakh	31.83 Lakh
			1501 & Above	4.75 Lakh	6.33 Lakh	7.91 Lakh	12.66 Lakh
			0-100 Kms.	0.24 Lakh	0.32 Lakh	0.40 Lakh	0.63 Lakh
Canter	17'X7'X6'	5 MT	101-600 Kms.	1.80 Lakh	2.40 Lakh	3.00 Lakh	4.81 Lakh
			601-1500 Kms.	13.18 Lakh	17.57 Lakh	21.97 Lakh	35.15 Lakh
			1501 & Above	2.8 Lakh	3.74 Lakh	4.67 Lakh	7.47 Lakh
			0-100 Kms.	0.15 Lakh	0.21 Lakh	0.26 Lakh	0.41 Lakh
			101-600 Kms.	0.78 Lakh	1.05 Lakh	1.31 Lakh	2.09 Lakh

Note:

(i)* Definition of similar work: Transportation of goods / material through Trailor and/or LP Truck/or LP Body and/or Open Body Truck or Canter within India.

(ii) PQR stipules minimum requirement. Bidders must qualify minimum requirements given against each criteria with documentary evidence wherever required. Bids of those bidders who does not meet any of the minimum requirements shall be rejected.

(iii) Line item wise criteria for Turn-over & Experience (value only), shall be as mentioned above. If any bidder submits offer for more than one slab then qualifying criteria for Turnover & Experience shall be cumulative value of those slabs for which the bidder has submitted the offer.

(iv) Bidder to submit audited annual accounts for three years i.e. 2023-24, 2022-23 and 2021-22 in support of PQR Sl. 3 & 4 (turn over).

(v) Bidder to submit self attested copy of work order and certificate of successful completion of work against the same work order from its customer in support of

Annexure-A**TECHNO-COMMERCIAL BID****Tender Enquiry No.:**

1. Name of the Transporter : _____
2. Address : _____
3. Telephone /Fax No(s). : _____

Sl.	Description	Requirement	Offer*
1	Acceptance to BHEL terms & conditions of tender enquiry (ref. SCC, GCC & A) (Party must enclose stamped & signed pages containing BHEL terms & conditions as a token of acceptance).	Acceptance by the bidder	
2	Address/Phone/e-mail ID/Contact person of transporter's Head Office	Address/Phone/e-mail ID/Contact person of transporter's Head Office	
3	Address/Phone/e-mail ID/Contact person of transporter's Regional Office	Address/Phone/e-mail ID/Contact person of transporter's Regional Office	
4	Address/Phone/e-mail ID/Contact person of transporter's branch office	Address/Phone/e-mail ID/Contact person of transporter's branch office	
5	T.O. of organization for the last three years i.e., 2023-24, 2022-23, 2021-22	Balance sheet (audited)	
6	Profit of organization for the last two F.Y. based on balance sheets at sl.5	Balance sheet (audited)	
7	Credentials, if any	copy of supporting document, if any	
8	Accreditation / Certification if any	copy of supporting document, if any	
9	Indian Banks Association no. and its validity	Indian Banks Association no. and its validity	

*Enclose separate sheet (duly signed & stamped) to fill the details, if required.

(Signature of Bidder with stamp)

Annexure-B

Following Documents should be enclosed in Techno-commercial Bid:

1. Pre-Qualifying Requirements as per Annexure-D
2. Signed & Stamped copy of GCC & SCC.
3. Completely filled, signed & stamped copy of Tender document.
4. Unfilled copy of Price Bids, duly signed & stamped.
5. Audited Balance Sheet for last 3 F.Y. 2023-24 and 2022-23, 2021-22.

BIDDER SHOULD NOTE THAT OFFER NOT SUBMITTED IN LINE WITH ABOVE QUALIFYING REQUIREMENTS SHALL BE REJECTED WITHOUT ANY FURTHER COMMUNICATION. CONDITIONAL OFFERS (OFFERS ALONG WITH DEVIATIONS) MAY BE REJECTED.

Annexure-C**CHECK LIST AND SCHEDULE OF GENERAL PARTICULARS**

SL NO	PARTICULARS	WHETHER INFORMATION PROVIDED	(REFERENCE TO ANNEX NO/PAGE NO)
1	Name of full address of the bidder & head office	Yes/No	
2	Fax no/Phone no/Mobile no/Email Address	Yes/No	
3	Name Designation & Address of the official of bidder to whom all the references shall be made	Yes/No	
4	Name and address of Directors/partners	Yes/No	
5	Business profile	Yes/No	
6	Copy of PAN card	Yes/No	
7	Copy of GST registration	Yes/No	
8	Office establishment at Rudrapur, Telephone no. Email address	Yes/No	
9	Whether all pages of Annexure A,B,C,D signed as token of acceptance	Yes/No	
10	Validity of offer/ rates to be quoted for 90 days from the date of opening of tender	Yes/No	
11	Authority letter for person authorized for signing the quotation if any, fully attested by Notary.	Yes/No	
12	Indian Bank Association (IBA) approval no & Documents submission. Validity of approval up to-----	Yes/No	
13	Copies of Audited Annual Accounts for last three Financial years.	Yes/No	

Sr No.	Project Name	Approx. Distance (Kms.)	No. of Vehicle / Type					Distance (Kms.)				
			LP Body (9 MT)	LP Truck (15 MT)	Open Body (9 MT)	Trailor (25MT)	Canter (5 MT)	LP Body Truck (9 MT)	LP Truck (15 MT)	Open Body (9 MT)	Trailor (25MT)	Canter (5 MT)
1	TANGEDCO Udangudi RTS	2887	0	4	3	0	-	0	11548	8661	0	-
2	NPCIL Kaiga-5&6 700 Mwe	2154	3	3	5	4	-	6462	6462	10770	8616	-
3	KSEB / KUTTIYADI (3*27.5MW) HEP R&M	2549	2	1	2	0	-	5098	2549	5098	0	-
4	TSGENCO, Yadadri 2X800 MW	1652	2	2	2	2	-	3304	3304	3304	3304	-
5	NTPC/BARH STG II FGD	1650	2	1	1	0	-	3300	1650	1650	0	-
6	Kaleshwaram Link-4 Package-2	1525	2	2	3	6	-	3050	3050	4575	9150	-
Sub Total (1501 Kms. & Above)			11	13	16	12	-	21214	28563	34058	21070	-
1	Adani Mirzapur PH-I 2x800 MW	665	2	1	0	0	-	1330	665	0	0	-
2	Shapurkhandi	732	2	1	1	1	-	1464	732	732	732	-
3	Mahan USTPP 2x800	780	2	1	0	0	-	1560	780	0	0	-
4	NTPC Singrauli STPP Stage-III 2x800 MW	782	13	14	26	87	-	10166	10948	20332	68034	-
5	Wonder Cement 1x12 MW NIMBAHERA	803	3	1	0	0	-	2409	803	0	0	-
6	NTPC Karanpura	981	3	0	0	0	-	2943	0	0	0	-
7	NTPC Patratu 3x800 MW RTS & Bus Duct	1060	7	6	10	24	-	7420	6360	10600	25440	-
8	Sipat STPP Stage-III 1x800 MW	1076	9	14	17	57	-	9684	15064	18292	61332	-
9	NTPC Kahalgaon FGD	1127	2	0	2	2	-	2254	0	2254	2254	-
10	Adani Raipur PH-II 2x800 MW	1135	2	0	0	0	-	2270	0	0	0	-
11	NTPC LARA STPP STAGE-II 2X800 MW	1169	21	2	42	144	-	24549	2338	49098	168336	-
12	Adani Raigarh Phase-II 2x800 MW	1174	2	0	0	0	-	2348	0	0	0	-
13	NHPC TEESTA	1239	3	0	1	0	-	3717	0	1239	0	-
14	Rammam HEP	1279	3	1	2	0	-	3837	1279	2558	0	-
15	NTPC Talcher 2x660 MW	1361	10	10	20	65	-	13610	13610	27220	88465	-
16	Kaleshwaram Link-2 Package-1	1423	3	3	4	8	-	4269	4269	5692	11384	-
17	Kaleshwaram Link-2 Package-2	1424	3	3	4	8	-	4272	4272	5696	11392	-
18	Type Test CPRI bhopal	831	2	2	8	8	-	1662	1662	6648	6648	-
Sub Total (601 Kms. to 1500 Kms.)			92	59	137	404	-	98102	61120	143713	437369	-
1	Chilla R&M 4x36 MW	278	3	0	5	0	3	834	0	1390	0	834
2	THDC Pipalkoti	287	2	0	1	0	3	574	0	287	0	861
3	UPRUVNL Panki RTS	344	3	2	0	0	3	1032	688	0	0	1032
4	NPCIL GHAVP-1&2 700 Mwe	477	11	11	21	71	5	5247	5247	10017	33867	2385
6	Type Test CPRI Delhi	250	2	2	5	5	0	500	500	1250	1250	0
Sub Total (101 Kms. to 600 Kms.)			21	15	32	76	14	8187	6435	12944	35117	5112
1	NHPC TEESTA (SILIGURI CITY TO TEESTA SITE)	100	6	4	10	0	5	600	400	1000	0	500
Sub Total (100 Kms. to 600 Kms.)			6	4	10	0	5	600	400	1000	0	500

Manager (CDC)

Engr. (CDC)

(Narinder Kumar)

SCC

SPECIAL CONDITIONS FOR TRANSPORTATION CONTRACT

1. General Definitions of Rate Contract:

Unless the context requires otherwise, the following terms shall mean as defined below:

- 1.1 FTL: FTL means full truck load, so vehicle will carry only BHEL items once booked from Consigner to Consignee. Sharing of Vehicle is not allowed.
- 1.2 Rate Contract:
Rate contract means the rate contract agreement signed between BHEL and the contractor.
- 1.3 Contractor:
Contractor means the transporter who has signed the rate contract agreement with BHEL.
- 1.4 BHEL:
BHEL means M/s Bharat Heavy Electricals Ltd., Rudrapur, Distt. Udham Singh Nagar (Uttarakhand).
- 1.5 Transportation of Goods:
Transportation of Goods means collection of Goods from the premises of BHEL or any other place informed by BHEL to the Contractor, transportation of Goods of BHEL or its sister units or other agency authorized by it on door delivery basis and delivery of the same in the Stores/warehouse/ godown /yard of the consignee.
- 1.6 Consignee:
Consignee means the person or the agency to whom goods are to be delivered and whose name and address appears on the GR as well as the Dispatch Advice Note (DAN).

2. Scope of Work:

The work shall comprise safe transportation of goods on FTL (as per the requirement of BHEL) door collection and door delivery basis from:

- (i) From Rudrapur to any outstation within India (Outgoing transportation)
- (ii) From any outstation within India to Rudrapur (Incoming transportation)
- (iii) From anywhere outside Rudrapur to anywhere outside Rudrapur within India (for Direct Dispatch transportation)

The contractor shall deliver the goods as received from the consignor to the consignee without any damage/loss.

The contractor shall arrange proper acknowledgement of the receipt of the goods from the consignee with his signature date and seal on GR/LR/Dispatch Advice Note and any other relevant documents and shall also deliver relevant documents to him.

3. Loading & Unloading:

The freight rates shall be inclusive of loading & unloading as follows:

- i. Loading and unloading of consignment including labour shall be the responsibility of the transporter. Where Crane service is essential for loading / unloading of the material, the same shall be provided by BHEL. However, Loading and unloading if required enroute destination or in case of transshipment on account of transporter, the same (including crane services) shall be arranged by the transporter at no additional cost to BHEL.
- ii. In case, BHEL is not able to provide crane services for loading / unloading of consignment due to any reason, the required crane services (including mobilization/ demobilization of crane) shall be arranged by the transporter. In such case the transporter shall intimate BHEL in writing and take prior written consent from BHEL for arrangement of crane by the transporter. For arrangement of crane by the transporter for loading / unloading, the following charges shall be paid by BHEL in addition to the freight charges:

Vehicle Type	Fixed Charges for loading / unloading per vehicle (Rs.)	Less labour cost / manday (Rs.) for 2 no. unskilled labour ²	Net charges payable per vehicle for Hydra crane service for unloading / loading of consignment (Rs.)
09 MT LP Body	3,200	L	3200 – L
09 MT Open Body	3,200	L	3200 – L
15 MT LP Truck & Trailor	6,000	L	6000 – L

Note:

- i. 'L' is the charge for 'two unskilled labour' as per applicable rates as on date of vehicle unloading / loading. Labour rates are applicable on concerned state where loading/ unloading activities to be carried out on

category of loading/unloading operations or any establishment in which manufacturing activity as defined under section 2(K) of the factories act is carried out and is not covered under any of the other scheduled employments.

- ii. Unloading/loading per vehicle shall be completed within a day.

BHEL expects consignments to be transported in the same vehicles without trans-shipment enroute. However, for any unavoidable in-transit trans-shipment, unloading / reloading of consignment, same shall be done by the transporter at his own cost unless cause is attributable to BHEL.

- 4. The quantities mentioned in Annexure-III for each vehicle type are indicative (tentative) only. Payment would be made on actual execution of quantities.

5. Contractor's Liability for Labour:

Since the loading & unloading is the responsibility of the contractor, the contractor shall be solely responsible for the labour and any mis happening with the labour during loading/unloading in the premises of BHEL/consignee/any other agency/at any place. The contractor shall also be responsible for effecting the statutory provisions pertaining to labour as per the law. *BHEL/consignee/any other agency identified by BHEL shall not bear any responsibility towards labour in any manner.*

6. Notice Period for Supply of Vehicles:

BHEL shall inform the contractor BY PHONE / E-MAIL/letter 2 days (48 hours) in advance for supply of vehicles for lifting the goods.

7. Minimum Chargeable Distance:

The minimum chargeable distance wherever applicable shall be 100 Kms. i.e., where the distance between Consignor & Consignee address is upto 100 Km., the minimum chargeable distance shall be 100 Kms.

8. Freight Price Variation:

Bidders needs to quote their rates on the basis of diesel price Rs. 87.67 (IOCL Diesel Price at Delhi dt. 30.12.2024). Rates quoted by the bidders will be

subjected to price variations during the currency of the rate contract as per following formula:

$$RP = RQ + 0.5 \times RQ \times ((F1 - F0) / F0)$$

Whereas

RP = per Km rates payable.

RQ = per Km rates quoted / finalized against tender (diesel price @ 87.67)

F1 = IOCL diesel price prevailing at IOCL Delhi on the date of GR

F0 = base diesel price of IOCL of Delhi. i.e. Rs. 87.67

Example 1: if the rate finalized for the slab above 1500 Km LP Truck on diesel price @ 74.88 is = Rs. 50/Km and diesel increases to Rs 80.00/litre

Then RQ = 50

F1 = 80.00

F0 = 74.88

Then RP = 50 + 0.5 \times 50 \times ((80 - 74.88) / 74.88) = 51.71/Km

Example 2: if the rate finalized for the slab above 1500 Km LP Truck on diesel price @ 74.88 is = Rs. 50/Km and diesel decreases to Rs 70/litre

Then RQ = 50

F1 = 70

F0 = 74.88

Then RP = 50 + 0.5 \times 50 \times ((70 - 74.88) / 74.88) = 48.37/Km

For PVC calculations changes in IOCL Delhi Diesel rate after 15 days is considered. Changes in diesel rate of 15th day and 30th of every month is considered. For February 28/29 day of month after 15th days of month is considered

9. Extra Charges for Hilly Region/NE States & Uttarakhand / Orissa & Chhattisgarh States:

- A. Freight payable for the destinations fall under Hilly region shall be additional 15% over & above the basic freight for the whole journey. This is applicable for all the hill destinations except as mentioned in Sl. 9C, 9D, 9E below:
- B. Hilly region shall be as under:
 - Jammu & Kashmir : Beyond Jammu
 - Himachal Pradesh : Beyond Parwanoo in Solan Distt.
 - And beyond similar points towards hills.
- C. For journey to/from North-Eastern states (destinations beyond Guwahati), Freight payable shall be additional 60% over & above the basic freight for the whole journey.

D. For journey to/from Jharkhand, Orissa & Chhattisgarh states, Freight shall be additional 20% over & above the basic freight for the whole journey.

E. For Uttaranchal : Beyond Kathgodam, Tanakpur, Dehradun, Kotdwar & Rishikesh etc.

Freight payable shall be additional 60% over & above the basic freight for the whole journey.

10. Materials to be Transported:

Vehicles shall be required mainly for transportation of Raw material as well as finished goods (including fragile & non-fragile) of following items: -

- Busducts & its accessories.
- Structural Items.
- Transformer Tank

In addition to the above, vehicle may be loaded for other than above items as required from time to time.

11. Extra Deliveries/Lifting Through a Vehicle:

Material of/from only one consignee/consignor shall be loaded in a vehicle. However, for more than one (additional) deliveries/lifting to/from different consignee/consignor at/from one destination/source or to/from one consignee/consignor at/from different destinations/sources or to/from different consignees/consignors at/from different destinations/sources, within the same city, an additional charge of Rs. 1000/- per additional delivery/lifting shall be payable to the contractor over & above the freight charges for transportation. *However, more than one delivery/lifting in the single premise of a single consignee covering one or more GRs in a lorry shall be treated as one delivery/lifting only. In such circumstances, no halting (detention) charges shall be payable except as defined in para 12 below.*

12. Halting/Detention Charges:

Halting/detention charges for halting/detention of vehicle at BHEL/consignor/consignee point shall be applicable @ Rs. 2000.00 for Tractor & Rs.1000.00 per vehicle per day for LPT/LP/Open Body LP Truck & Canter respectively only in such situations beyond the control of the transporter for which sufficient proof will be necessary. Halting Charges shall not be applicable for the following cases:

- (a) If the vehicle is placed at the disposal of the consignee for unloading after 12.00 noon, if not unloaded on the same day, shall be unloaded next day for which no halting /detention charges shall be payable.

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However, if the vehicle is not unloaded even on the next day of placing of the lorry at the disposal of the consignee for allowing unloading, halting charges shall be admissible, based on date of entry of vehicle exit mentioned by consignee/BHEL premises on LR/GR or date of receiving mentioned by consignee/BHEL representative on LR/GR, whichever is earlier.

- (b) If the vehicle is provided to BHEL / consignor (for loading) after 12:00 noon and not loaded on the same day no hating /detention charges shall be paid including for immediate following holidays/weekly off.

For claiming detention charges, endorsement by consignee/consignor should be there on GR/DAN/Invoice/related document.

13. Distribution of Work

BHEL reserves the right to enter into Rate Contract agreement with more than one techno-commercially accepted party(s) at L-1 rates. In such case, the original L-1 bidder in each segment will be assured minimum 50% of total work subjected to performance and capacity assessed by BHEL from time to time. In each segment, work shall be awarded to maximum 03 nos. transporters only i.e., to L-1 bidder & to other 02 transporters selected through the process of Counter-offer as per the following manner:

- (a) At first, L-1 rate in each segment will be counter-offered to L-2 & L-3 bidders (**barring the H1 bidder of the segment**). On acceptance of counter-offered L-1 rate by these 02 bidders, work shall be awarded to all these 03 transporters (including L-1 bidder) with work allocation as per the following Table.
- (b) If any bidder from L-2 to L-3 (to whom L-1 rate was counter-offered), do not accept the counter-offered rate, then L-1 rate will be counter-offered to next bidder in the hierarchy (barring the H1 bidder in the segment).
- (c) The process is repeated till we get 02 nos. of transporters who accept counter-offered L-1 rate. (excluding L-1 bidder)
- (d) If even after following the above process, we do not get adequate no. (03 nos. including L-1 bidder) of transporters, who accepts L-1 rate, then work shall be distributed as per the following table: -

Total No. of Bidders accepting L-1 rate (including original L-1 bidder)	Work Distribution(%)		
	L-1	L-2	L-3
1	100	-	-
2	60	40	-
3	50	30	20

14. EMD: As per NIT

15. Security Deposit:

During currency of the rate contract agreement including extension (if any), the successful tenderer /contractor shall maintain an interest free security deposit with BHEL based on quantum of work allocated at the time of entering into rate contract. **The total amount of Security Deposit will be as per BHEL Works Policy 2016.**

Security deposit shall be refunded to the contractor after successful completion of the rate contract.

SD may be furnished in any one of the following forms: -

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor 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 favor of BHEL)

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

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16. Sub-Letting of the Contract:

The contractor will not sub-let/transfer/pass the responsibilities concerned with transportation to any other agencies/transporters. Under no circumstances, the contractor would arrange transportation of Goods entrusted to him through any other agency/transporter. Any violation of this term shall amount to breach of contract for which necessary action in this regards will be taken by BHEL.

17. Condition of Goods:

Once the Goods are accepted by the contractor, it shall be deemed to have been handed over by the consignor in good condition, unless pointed out otherwise on GR at the time of taking delivery from consignor.

18. Insurance/Damage/Losses:

BHEL shall insure all the consignment under comprehensive transit policy. This, however, shall not absolve the contractor of his responsibility of safe and proper transportation of the goods, to the proper destinations and of his liability to compensate BHEL, for the damage/shortage in respect of consignments. The contractor shall also extend all necessary help for recovering claims(s) from Insurance Company.

In case of damage during transit (not short supply) the concerned freight bill shall be processed within 60 days of submission of unobjectionable **Damage Certificate/Open Delivery Certificate** by the contractor. This shall be subject to the condition that the carriers have provided all necessary documents for claiming the damages from insurance company viz. Endorsement on GR with counter signature of driver and unobjectionable damage certificate. Also, it shall be ascertained that the contractor has not delayed in reporting the damages.

In case of minor damages during transit (not short supply and not accidental) like scratches, dents, bends, flange cracked etc. a recovery would be made from the contractor's bills upto 2% of the freight value.

19. Entry/Exit of Lorries Inside BHEL Premises:

The contractor and his staff (labors etc.) shall comply with the security/safety regulations in the matter of entry/exit and the movement of lorries and personnel inside the BHEL premises.

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On entry of vehicle, transporter shall produce RC, Insurance certificate and pollution certificate of Vehicle and Driver License with one copy of each document.

20. Transshipment and penalty therefor:

For goods, the consignment shall be transported in the same vehicle in which it is loaded at BHEL Rudrapur or any other place without any Transshipment enroute, except in emergency circumstances but with the prior written permission from BHEL.

If transshipment is done without prior permission from BHEL, 10% of total freight shall be recovered from the freight bill of the transporter.

21. Escort:

Where BHEL intends to depute an escort for certain consignment, the escort should be allowed to travel in the vehicle to the destination free of cost. Deputation of such escort with any consignment shall not absolve the contractor of any responsibilities with regard to transportation of goods.

22. Statutory Provisions:

All the road permits and any other relevant authorization, from the competent authority, shall be obtained by the contractor. Any contingency arising in this respect shall entirely be the responsibility of the contractor.

23. Safety:

The safety precaution required whether under Motor Vehicle Act, Carriers Act or other statute for the time being in force for the transportation, such as, securing the consignment with provision of red flags/pilot lights etc. shall be the responsibility of the contractor.

24. Payment Terms:

All payments shall be made to the transporter through e-payment as follows from the date of bill acceptance by BHEL:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days
Wherever ILC payment terms are being given in tenders floated outside GeM	120 days

Transporter is required to submit bill on monthly basis by 10th day of the following month. Bill acceptance (including processing) will be within 15 Days from the date of bill submission in all respect in BHEL office of the submission of proper bills enclosing LR and DAN duly acknowledged by the consignee stating that the material is received in full and good condition with original receipt by consignee on LR/GR. Bill will be processed through Measurement Book (MB). The contractor shall submit the bills completed in all respect, in duplicate, along with site receipt (in Original Copy) on LR/GR with no shortage or damage remarks immediately after delivery of goods. Note: Freight Bills without original site receipt on GR/LR shall not be processed for payment in any condition.

The latest payment guidelines for MSMEs shall be applicable for MSEs only. For e-payment, transporter has to submit the following information

- Name of beneficiary :
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :
- Cancelled Cheque required in first bill:

25. Payment of Others Taxes/ Levies, Octroi, Toll Tax & Other Charges:

The contracted rate for transportation shall include all charges like demurrage, wharfage, ground rent, godown rent, hamali charges, labour charges, statistical charges, surcharges, goods tax, bridge tax, collection charges, road tax, border tax and toll tax. No additional charges on this account shall be payable by BHEL to the contractor. Govt. levies, if applicable other than the above, shall only be payable as per actual on submission of original receipt on production of original receipt.

26. Extra Payment for ODC / Over Weight Consignments:

- * In case the size of consignment is larger than the Tractor size (40'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/width/ height as the case may be subject to max. of 50% of basic freight.
- * In case of weight of consignment is above 25MT for Tractor (FTL), the payment shall be made on proportionate basis for weight above 25MT.
- * In case the size of consignment is larger than the Open Body size (28'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/ width/ height as the case may be subject to max. of 50% of basic freight.
- * In case of weight of consignment is above 09MT for Open Body (FTL), the payment shall be made on proportionate basis for weight above 09MT.
- * In case the size of consignment is larger than the vehicle size (15MT:22'x7.6'x7.6', 09MT:19'x7'x7' & 05MT:17'x7'x6') 10% extra of the basic freight shall be payable in each direction and part thereof in length/ width/ height as the case may be subject to max. of 20% of basic freight.
- * In case of weight of consignment is above capacity for the Vehicle (FTL), the payment shall be made on proportionate basis for weight subject to max. of 50% over the Capacity of the vehicle.
- *In all other cases except as described above, no extra payment shall be made for ODC/Overweight consignments.*

27. Delivery of Goods:

Prompt delivery of the consignment is of prime importance. Allowable Running times shall be as under: -

- Tractor: 150 Kms. per day
- Open Body: 150 Kms. per day
- LP Trucks/ LP Body/ Canter: 300 Kms. per day

In addition to the above normal running time, a grace time of 1 day per 1000 Kms. or multiple thereof. shall be allowed. **Above calculation will exclude the booking date.**

In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

Sample Calculation: For Trailer booked on 01-April-2021 for 1000 Kms., It must reach the destination within 7+1 (grace) day, i.e. till 09-April-2021. Failing this LD shall be imposed as per Cl.30 below.

28. Distance:

The distance between the points of dispatch and destination shall be determined by the shortest route, as arrived at, on the basis of local knowledge, road map of India, distance guide and / or Motor Guide of India, www.mapmyindia.com / Google Maps. The road map of India shall also be made use of in determining the route.

Where the contractor submits enhanced bills for having followed the longer route then it will be necessary for him to submit along with the freight bill, the documentary evidence such as Octroi/toll tax receipts, petrol pump receipts etc. for the actual route followed. BHEL may consider such claims if it is satisfied of the same on the grounds of poor road conditions, civil/armed forces disturbances, natural calamities, breakage of road links or any other situation, which merits its consideration for this clause.

For claiming the freight bill, information about distance from anywhere to anywhere shall be taken from CDC deptt. of BHEL, which is based on Road Distance Guide/Inputs from Google Maps.

The distance may be revised at any point of time by BHEL (due to construction of new road / by pass route, etc.) which will be informed to the transporters.

29. Arbitration:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties.

30. Penalty:

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Timely execution of transportation services shall be the essence of contract; hence, the penalties shall be applicable in failure to deliver the services as per following:

(a) Penalty for Delay in Delivery of Goods:

Delay in delivery beyond the above time schedule (after consideration of grace period), will attract **penalties of 1% of the total freight amount per Day, subject to a maximum of 30%** of the total freight payable against a particular consignment. If the contractor does not adhere to the above schedules of running time for more than 3 times, then he may be debarred/ Black listed from BHEL.

(b) Penalty for Non-Lifting:

In the event of failure of contractor to lift the consignment offered to him within due time which will be communicated by e-mail (2 days – 48 Hours), for communication. BHEL reserves the right to use alternative source and extra expenditure incurred, if any, shall be borne by the contractor. Vehicles as and when demanded by BHEL, or any other agency authorized by BHEL with prior notice, will have to be placed by the contractor. ***If the contractor fails to provide the required vehicle within due time, a token penalty of Rs.2000/- for Tractor & Rs.1000.00 for other vehicle per day per vehicle shall be levied.*** In addition to this, the same consignment may be dispatched through other transporter (approved or non-approved) without any reference or ultimatum to the contractor and the difference in freight to the higher side, if any will be debited to the contractor's account. If such instances are repeated frequently, the same will be viewed seriously and BHEL may take such action against the contractor as deemed fit which may include forfeiture of entire Security Deposit (SD) and termination of Contract.

31. Mode of Booking of Consignment:

The consignment may be booked on "To be billed" OR "To Pay basis".

32. Black Listing of the Contractor:

In case the contractor follows a longer route without any prior written approval and prefers fictitious claims of Octroi, toll tax, petrol/diesel receipt etc. for having followed a longer route or the material gets damaged because of trans-shipment for which no prior written permission was given to the contractor, the contractor is, inter-alia, liable to be black listed.

33. Jurisdiction:

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.

34. Indemnity:

The contractor shall indemnify the company against all losses, claims etc. arising out of any of his acts of omission and commissions or out of the acts of his servants or agents.

35. Documents to Consignee:

The contractor shall be responsible to deliver the relevant documents such as Despatch Advice Notes (DAN), Invoices, drawings, packing lists etc. given by the BHEL/its sister units/any other agency authorized by it to the consignee in proper and undamaged condition.

36. BHEL reserves the following rights:

- (a) to enter into contract with more than one party
- (b) to extend the rate contract by a period of maximum 03 months or part thereof on the same rates, terms and conditions.
- (c) to terminate the rate contract by giving 15 days' notice to the transporter with whom the contract is signed, if the transporter's performance is not found satisfactory or due to any other factor affecting the interest of the BHEL
- (d) to re-appropriate of balance slab value into exhausted slab value with proper reason and same is acceptable to all transporters.

(e) Miscellaneous:

Under ISO-14001 & ISO 18001 obligations for environmental safety and Occupational Health Safety, the necessary instruction shall be followed viz-a-viz:

- a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipment's

Any changes in Motor Vehicle Act announced by Govt. of India, Ministry of Surface transport from time to time will be applicable and necessary charges thereof shall be binding both on BHEL and transporter. Any terms, conditions, rates, charges etc. not specified /defined herein shall be settled mutually by BHEL and the Contractor.

(f) Rescue Operation:

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Transporter shall be fully responsible for rescue operation if any consignment gets toppled during transit.

(g) Force Majeur Condition:

In case of force majeure condition flood, riots, road breaches, cyclone, earthquake, pandemic, Sabotage, terrorist acts, lightning, damage bridges/culverts/roads, epidemics, quarantine restrictions, local agitation etc. over which the transporter has no control will be informed to BHEL Rudrapur immediately by transporter. Any delay due to the above reasons shall be duly considered by BHEL Rudrapur on the merit of individual case on representation by the transporter with documentary proof. Breakdown of vehicle will not be considered as a Force Majeure Condition.

(h) GST:

The transporter has to provide GST compliant tax invoice to BHEL. All other GST laws and rules applicable on transporter, needs to be complied by the transporter only

(i) Details of Bidders:

The transporter shall furnish the names, addresses, phone no., cell no., fax no., and e-mail IDs of its office and officers in hierarchy, e.g., Branch Manager, Regional Manager, General Manager, Director, and Managing Director for establishing contact in the event of need.

* If all the contact details (up to highest level in the organization of Bidder) are not provided by the bidder at the time of tender submission, their offer shall be out rightly rejected.

37. The rate contract shall be valid for period of two years from the date of contract or w.e.f. 11.05.25 whichever is later.

GENERAL CONDITIONS FOR TRANSPORTATION CONTRACT (Rev.-01)

<u>CLAUSE NUMBER</u>	<u>DESCRIPTION</u>	<u>CLAUSE</u>
1.	CONTRACT DOCUMENTS	<p>a. The Contract documents shall comprise of the Contract Agreement, Scope of Work, Special Conditions of the Contract, the General Conditions of the Contract and any other documents that may be mentioned in the Contract Agreement to form part of the Contract Documents.</p> <p>b. This agreement is the outcome of joint efforts of the parties.</p>
2.	INTERPRETATION OF THE CONTRACT	<p>a) Subject to the order of precedence as set out in Sub-Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.</p> <p>b) In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below-</p> <ul style="list-style-type: none"> • Contract Agreement • Special Conditions of the Contract • General Conditions of the Contract <p><i>Note: Any annexure to any of the above shall be read along with the covering document.</i></p> <p>c) In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.</p> <p>d) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.</p> <p>e) All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other documents forming</p>

		part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
3.	LAWS GOVERNING THE CONTRACT	The Contract shall be governed by the Laws of India and shall be operated complying with all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time.
4.	TERM OF THE CONTRACT	<p>a. The duration of the contract will be 2 Years from date of award of contract by BHEL.</p> <p>b. The contract may be extended at the option of BHEL for a period of 03 Months on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing.</p>
5.	COMPANY REPRESENTATIVE	BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.
6.	CONTRACTOR'S OBLIGATIONS	<p>a. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.</p> <p>b. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.</p>

		<p>c. The Contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.</p> <p>As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.</p>
7.	TYPE OF VEHICLE TO BE PLACED	<p>a) It shall be the sole responsibility of the Contractor to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Contractor's account.</p> <p>b) The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.</p> <p>c) In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule rate only. In this case, transshipment</p>

		<p>enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This shall also apply to open Body vehicle categories.</p> <p>d) BHEL prefers their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.</p> <p>e) In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and payment will be made for the higher category.</p> <p>f) If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from the designated person of concerned user BHEL agencies. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.</p>
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8.	DOOR COLLECTION AND DOOR DELIVERY	a) All dispatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.
9.	TAXES AND DUTIES	<p>a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges,</p> <p>b) Goods Tax, Loading and Unloading enroute etc., except GST and power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.</p> <p>c) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.</p> <p>d) After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.</p>

10.	GST	<p>a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.</p> <p>b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.</p> <p>c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p> <p>d) Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> (i) Vendor declaring such invoice in Form GST (ii) Receipt of Goods or Services and Tax invoice by BHEL
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| | | <p>e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch 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).</p> <p>f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.</p> <p>h) 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.</p> |
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		<p>i) 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.</p> <p>j) 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.</p> <p>k) GST is also applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.</p>
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11.	DIESEL PRICE VARIATION CLAUSE (DPVC)	<ul style="list-style-type: none"> a) DPVC applicable as per SCC clause No.-8 (Freight Price Variation). b) Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment. c) Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.
12.	PENALTY FOR NON-PLACEMENT OF VEHICLES	<ul style="list-style-type: none"> a) Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/Site Office in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Contractor within stipulated period in the Special Conditions of the Contract. b) For delay in placement of vehicles after free time the penalty as stated in the Special Conditions of the Contract shall be imposed and deducted automatically from the bills of the Contractor. c) In case BHEL demands placement of vehicles even on Sundays or Holidays, the Contractor has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.

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| | | <p>d) No late placement penalty to be levied on Sundays/ Holidays, if maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.</p> <p>e) If any Contractor after allotment of a work of transportation, refuses to book the consignment or does not respond within the time, a penalty as prescribed in the Special Conditions of the Contract shall be levied on defaulter Contractor. BHEL may allot this work to any other Contractor approved in that category and half of penalty amount levied on defaulter shall be paid to the Contractor completing that work, as an incentive.</p> <p>f) In the event of 4 such instances consecutively or 8 such instances in totality, contract may be terminated and the Security Deposit of defaulting Contractor may be forfeited.</p> |
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13.	TRANSIT TIME & LIQUIDATED DAMAGES FOR DELAYED DELIVERY	<p>The zone wise transit time specified in the Special Conditions of the Contract shall have to be ensured by the Contractor. Any failure shall entitle BHEL to recover liquidated damages at the rate prescribed in the Special Conditions of the Contract.</p> <p>In cases where urgent delivery is requested by BHEL and the Contractor arranges delivery earlier than the normal stipulated time.</p>
14.	UPDATING OF DAILY VEHICLE MOVEMENT STATUS TO BHEL	The Contractor shall ensure updating of daily vehicle movement status to BHEL in the form and manner prescribed as per BHEL format provided so on.
15.	TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT	<ul style="list-style-type: none"> a) The consignments are to be ordinarily transported in the same vehicles without any transshipment enroute. b) Transshipment, if required due to some inevitable circumstances or to meet some contingency, can be done only with the permission of BHEL. c) If the consignment is transshipped without the permission of BHEL, penalty shall be levied as per the SCC.

16.	<u>DETENTION CHARGES</u>	<p>a) Detention charges shall be paid extra for the period beyond free period as determined by the SCC. Detention charges shall be payable as provided in the SCC if the vehicles are not loaded / unloaded / released within the stipulated time.</p> <p>b) For dispatches from BHEL, IN and EXIT will be taken for calculation of detention. Both IN and EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will be counted for calculation of detention.</p> <p>c) Loading & Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.</p> <p>d) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.</p>
17.	MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES	<p>a) This multi-point collection charges shall be payable as per the rate prescribed in the Special Conditions of the Contract for all Consignment Categories.</p> <p>b) The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.</p> <p>c) The above logic will be applicable for multi-point door delivery also.</p> <p>d) If the Contractor has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.</p>

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| | | <p>e) For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.</p> |
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18.	BILLS & PAYMENT	<p>a) The Contractor shall be paid in accordance with the rates agreed in the Special Conditions/Commercial Conditions of the Contract.</p> <p>b) The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.</p> <p>c) The actual dimensions of the consignment shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Contractor. Any bill without these actual dimensions will not be passed for payment and returned to Contractor.</p> <p>d) In regard to the weight of the consignment booked, especially in case of outward dispatches, BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.</p> <p>e) Distance for freight payment</p> <p>The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).</p>
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f) Mode of Payment: All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor. Wherever applicable, payments to be made to the Contractor, under this Contract can also be by way of "CHEQUE" within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor.

g) Discrepant Amounts

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

h) Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of

		<p>time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.</p> <p>i) The Contractor agrees that no interest shall be payable by BHEL on any amount under this contract.</p>
19.	TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS	<p>a) The Contractors will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/customer's or any other premises.</p> <p>b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.</p> <p>c) The Contractors will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Contractor's obligations under this contract.</p> <p>d) It shall be the responsibility of the Contractor to provide at his cost trained</p>

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		<p>and licensed personnel for running the vehicles.</p> <p>e) The Contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.</p> <p>f) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.</p> <p>g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.</p> <p>h) Contractors shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.</p> <p>i) All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.</p> <p>Contractors shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.</p>
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20.	ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE	The Contractor shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.
21.	PROTECTION / SAFETY OF CONSIGNMENT	<p>The Contractor shall ensure: -</p> <ul style="list-style-type: none"> a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition. b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition. c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments. d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Contractor. e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

		<p>f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.</p> <p>g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.</p> <p>h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points.</p> <p>i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice.</p>
22.	STATUTORY OBLIGATIONS OF CONTRACTOR	<p>a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account.</p>

		<p>b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, register and other papers required to be maintained under the various statutes.</p>
23.	ROUTE, SURVEY, PERMIT ETC.	<p>a) All consignments should be transported through the shortest route identified by the contractor from the road map of India published by the Survey of India & Motoring guide (latest edition) and approved by BHEL and freight payment will be restricted to the same. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.</p> <p>b) Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be approved by BHEL executive user agency or contracts department. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.</p> <p>c) It is the responsibility of the Contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.</p>

		<p>d) In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES, etc. for speedy transportation.</p> <p>e) The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.</p> <p>f) The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.</p>
24.	INSURANCE COVERAGE AND CLAIM	<p>a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third-party damages as per the Motor Vehicles Act, 1988.</p>

		<p>b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments.</p> <p>c) Position as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.</p>
25.	DAMAGE / LOSS	<p>a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs.</p> <p>OR</p> <p>During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.</p> <p>b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.</p> <p>c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL</p>

		<p>and proceeds of insurance claim is liable to be recovered from the contractor.</p> <p>d) In case of any visible damage/suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.</p> <p>e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.</p> <p>f) 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.</p> <p>g) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor.</p> <p>h) In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.</p>
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26.	SECURITY DEPOSIT	<p>a) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. The contractor shall submit the security deposit in any of the following forms:</p> <ul style="list-style-type: none"> i. Cash (as permissible under the extant Income Tax Act) ii. Local cheque 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. 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). <p>b) <u>COLLECTION OF SECURITY:</u> The entire security amount is to be deposited in advance. However, security may be collected in installments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security</p>
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		<p>Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.</p> <ol style="list-style-type: none"> i. The security deposit shall not carry any interest. ii. EMD of successful tenderer shall be adjusted as part of Security Deposit. iii. The validity of Security Deposit shall be up to the validity of contract plus three months. iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. <p>c) <u>RETURN OF SECURITY DEPOSIT:</u> Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.</p> <p>d) <u>BANK GUARANTEES:</u> Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with</p>
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		<ul style="list-style-type: none"> i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. ii. The Bank Guarantee shall be as per prescribed formats. iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee. iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor. v. Contractors to note that any correction to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
27.	GOODS CONSIGNMENT NOTE (G.C. Note)	<ul style="list-style-type: none"> a) G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C. Notes for all Full Load bookings. Original G.C. copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C. Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C. Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C. Notes submitted to BHEL & its customers should be legible. b) If G.Cs. are issued to the Suppliers without taking physical possession of

		<p>materials, BHEL will have the right to terminate the Contract.</p> <p>c) Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Contractor and in such cases, it shall be the responsibility of the Contractor for the safe and timely delivery of the consignment.</p> <p>d) The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.</p> <p>e) More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.</p>
28.	TAX INVOICE	<p>a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.</p> <p>b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.</p> <p>c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order</p>

		reference, the Transport Contractor should demand the relevant duty forms as applicable.
29.	DESPATCH & ENROUTE DOCUMENTS	<p>a) While accepting the consignments for transportation, the Contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Contractors responsibility</p> <p>b) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from stores or User Department.</p> <p>c) The Contractor should ensure the collection of Form.31 at the time of booking the consignment</p> <p>d) Wherever Road Permit Form is issued to Transport Contractors, the Contractor should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Contractor which amounts to Rs.25,000/- per Form as on date.</p> <p>e) The Contractor at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.</p> <p>f) If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are</p>

		<p>imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.</p> <p>g) The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/CONTRACTORS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to noncompliance of the above on this account, will be debited to the Contractors.</p>
30.	ESCORT FOR CONSIGNMENTS	<p>Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.</p>
31.	INDEMNITY	<p>a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.</p> <p>b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents.</p>

		<p>c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.</p> <p>d) The Contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes.</p> <p>e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.</p>
32.	FORCE MAJEURE	<p>a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; iii. epidemics, quarantine, and plague; iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster. <p>b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p>

		<ul style="list-style-type: none"> i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure. ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract. iii. No delay or non-performance by either party hereto caused by the force majeure shall <ul style="list-style-type: none"> c) constitute a default or breach of the Contract; or d) give rise to any claim for damages or additional cost or expense occasioned thereby. e) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
33.	TERMINATION	<ul style="list-style-type: none"> a) <u>Termination for BHEL's Convenience</u> <ul style="list-style-type: none"> (i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause. (ii) Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination. (iii) In the event of termination of the Contract under this clause, BHEL shall pay to the

		<p>Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination;</p> <p>b) <u>Termination for Contractor's Default</u></p> <p>(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:</p> <p>c) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and</p> <p>d) has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed;</p> <p>e) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</p> <p>then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>(i) Upon receipt of the notice of termination under this subclause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p>
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		<p>(ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p>
34.	ASSIGNMENT	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
35.	RESOLUTION OF DISPUTES	<p>a) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect,</p>

		<p>interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.</p> <p>b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>c) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>d) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.</p> <p>e) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.</p> <p>f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p>
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		<p>h) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.</p> <p>i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>j) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.</p> <p>k) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
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**Narendra
Kumar**

Digitally signed by
Narendra Kumar
Date: 2025.04.29
15:44:11 +05'30'

Annexure-1

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Framework Agreement (F.A) for FTL Transportation from anywhere to anywhere in India for 2 yrs. (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

Place Rudrapur
Date 03.04.2024

Witness:

(Name & Address)

Vijay Kumar
NIPUL KUMAR
ENGL (M)

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

Witness:

(Name & Address)

Clause on IP in the Tender

"Integrity Pact (IP)"

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

SL No	IEM	Emails
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IARS (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 tech no-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:

Details of contact person(s):

Name: Ashraf Rahman Idrisi
Dept.: Sr. Manager/MM, WCM
Address: BHEL RUDRAPUR
Phone: (Landline/Mobile)
05944-257246/9758888682
Email: ar.idrisi@bhel.in
Fax: NA

Name: Vipul Kumar
Dept.: Engineer/MM
Address: BHEL RUDRAPUR
Phone: (Landline/ Mobile)
05944-257 208/8979773700
Email: vipul@bhel.in
Fax: NA

Details of IEM of this tender is as below Name Shri Otem Dai IAS Retd mail iem1 at bhel dot
in Name Shri Bishwamitra Pandey IARS Retd mail iem2 at bhel dot in Name Shri Mukesh Mittal
IRS Retd mail Iem3 at bhel dot in

1	Shri Otem Dai IAS Retd mail iem1 at bhel dot
2	Shri Bishwamitra Pandey IARS Retd mail iem2 at bhel dot
3	Shri Mukesh Mittal IRS Retd mail Iem3 at bhel dot



GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

ABRIDGED VERSION

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

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

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

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

- participating bidders before RA event.
- (4) Conduct the event as per the contract and business rules.
 - (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
 - (6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

- 10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

---XXX---

ABRIDGED VERSION

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**: **:{start time}**: **:{Close Time}**: }.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. **Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00

Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Commercial (Tax) Sheet

(To be filled by the BIDDER and send along with Techno-Commercial (unpriced) Bid Document)

TENDER ENQUIRY No.: 202404291 Framework Agreement (FA) for FTL Transportation from anywhere to anywhere in India, for a period of two years.

Name of Bidder.....

Sl. No.	Description	Item Code	Quantity	Units	GST Applicable Percentage (%)
1.01	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH TRAILOR SIZE 40FT X 8.6FT X 8FT CAPACITY 25MT DISTANCE SLAB UPTO 101-600KMS	RW2601800011	35117.00	KM	
1.02	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH TRAILOR SIZE 40FT X 8.6FT X 8FT CAPACITY 25MT DISTANCE SLAB UPTO 601-1500KMS	RW2601800020	437369.00	KM	
1.03	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH TRAILOR SIZE 40FT X 8.6FT X 8FT CAPACITY 25MT DISTANCE SLAB ABOVE 1500KMS	RW2601800038	21070.00	KM	
1.04	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH OPEN BODY LP TRUCK SIZE 28FT X 8.6FT X 8FT CAPACITY 9MT DISTANCE SLAB UPTO 0-100KMS	RW2601800046	1000.00	KM	
1.05	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH OPEN BODY LP TRUCK SIZE 28FT X 8.6FT X 8FT CAPACITY 9MT DISTANCE SLAB UPTO 101-600KMS	RW2601800054	12944.00	KM	

1.06	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH OPEN BODY LP TRUCK SIZE 28FT X 8.6FT X 8FT CAPACITY 9MT DISTANCE SLAB UPTO 601-1500KMS	RW2601800062	143713.00	KM	
1.07	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH OPEN BODY LP TRUCK SIZE 28FT X 8.6FT X 8FT CAPACITY 9MT DISTANCE SLAB ABOVE 1500KMS	RW2601800070	34058.00	KM	
1.08	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LPT TRUCK SIZE 22FT X 7.6FT X 7.6FT CAPACITY 15MT DISTANCE SLAB UPTO 0-100KMS	RW2601800089	400.00	KM	
1.09	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LPT TRUCK SIZE 22FT X 7.6FT X 7.6FT CAPACITY 15MT DISTANCE SLAB UPTO 101-600KMS	RW2601800097	6435.00	KM	
1.10	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LPT TRUCK SIZE 22FT X 7.6FT X 7.6FT CAPACITY 15MT DISTANCE SLAB UPTO 601-1500KMS	RW2601800100	61120.00	KM	
1.11	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LPT TRUCK SIZE 22FT X 7.6FT X 7.6FT CAPACITY 15MT DISTANCE SLAB ABOVE 1500 KMS	RW2601800119	28563.00	KM	
1.12	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LP BODY SIZE 19FT X 7FT X 7FT CAPACITY 9MT DISTANCE SLAB UPTO 0-100KMS	RW2601800127	600.00	KM	

1.13	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LP BODY SIZE 19FT X 7FT X 7FT CAPACITY 9MT DISTANCE SLAB UPTO 101-600KMS	RW2601800135	8187.00	KM	
1.14	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LP BODY SIZE 19FT X 7FT X 7FT CAPACITY 9MT DISTANCE SLAB UPTO 601-1500KMS	RW2601800143	98102.00	KM	
1.15	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH LP BODY SIZE 19FT X 7FT X 7FT CAPACITY 9MT DISTANCE SLAB ABOVE 1500 KMS	RW2601800151	21214.00	KM	
1.16	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH CANTER SIZE 17FT X 7FT X 6FT CAPACITY 5MT DISTANCE SLAB UPTO 0-100KMS	RW2601800160	500.00	KM	
1.17	ANNUAL RATE CONTRACT FOR FTL TRANSPORTATION OF GOODS THROUGH CANTER SIZE 17FT X 7FT X 6FT CAPACITY 5MT DISTANCE SLAB UPTO 101-600KMS	RW2601800178	5112.00	KM	

Note: - **Do not** mention price of item in this sheet else offer will be rejected summarily.

Sign & Seal of Bidder

Deviation Sheet

(To be filled by the BIDDER on their letter head and send along with their Techno-Commercial (unpriced) Bid Document)

NIT No. 202404291, Annual Rate contract (FA) for FTL Transportation from anywhere to anywhere in India, for a period of 02 years,

Name of Bidder.....

Any deviation/variation offered against the terms & conditions of the tender must be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this sheet.

Sl. No.	Deviation offered to Document/ Clause no. of the tender document.	Deviation Offered
1		
2		
3		
4		
5		
6		
7		
8		

Note: -

- ❖ Deviations mentioned elsewhere in the offer shall not be taken cognizance by BHEL and any such deviations if indicated elsewhere other than this sheet will not be considered valid.
- ❖ All other clauses of the COMMERCIAL/TECHNICAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the Bidder.
- ❖ BHEL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.

Sign & Seal of Bidder