



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

TENDER DOCUMENTS

TENDER NO.: HERP/STORES/TRANSPORT CONTRACT/M1/2019-21

SUB: TENDER DOCUMENT (THREE PART BID) FOR THE WORK OF "RATE CONTRACT FOR TRANSPORTATION OF INCOMING & OUTGOING MATERIALS FOR M-1 GROUP (DISTANCE SLAB 0-500 KM CATEGORY) FOR A PERIOD OF TWO YEARS TO ALL DESTINATIONS IN INDIA FROM ANYWHERE TO ANYWHERE."

TOTAL CONTAINING PAGES: - Pg. No. 01 to Pg. No.61



**BHARAT HEAVY ELECTRICALS LIMITED
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TARNA, SHIVPUR, VARANASI-221003**

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NOTICE FOR INVITING TENDER

TENDER NO.: HERP/STORES/TRANSPORT CONTRACT/M1/2019-21

Date: 05.09.2019

SUB: TENDER DOCUMENT (THREE PART BID) FOR TRANSPORT CONTRACT

1. Sealed tender bids are invited for the award of rate contract for the work of transportation of incoming & outgoing materials for a period of **two years from the date of agreement** for various groups from competitive bidders. The bid will be in three parts as under: -

- 1.1) Part – I Pre-Qualification Bid and Contractor Registration Form
- 1.2) Part- II Technical Bid along with Unpriced Bid
- 1.3) Part-III - Price Bid.

Only those transporters who fulfill the eligibility criteria in the Pre-Qualification Bid Part-I will be considered for evaluation in Part-II and Part-III. The Part-II (Technical Bid along with Unpriced Bid) and Part-III (Price Bid) of transporters who do not qualify in Pre-Qualification Bid Part I will not be opened.

BHEL, HERP, Varanasi will scrutinize and evaluate the "Technical Bid along with Un-Priced Bid". Price bid of only those transporters will be opened whose documents related to Part -I and Part -II are found in order. In case, self-assessed documents relating to Part -I, of bidders are not found in order, their bids will be ignored and also their Earnest Money will be forfeited. The Price Bids will be opened for those bidders only who qualify Technical Bid along with Unpriced Bid Part –II and accordingly work will be awarded to limited number of transporters, on the basis of selection criteria given in tender at Clause 3.10 of Annexure 'A'

2. The tender document is to be obtained from the **Office of the AGM/ (Prod., C&S & Stores)**. The tender document will be considered as valid tender, subject to payment of tender document cost.

NOTE: The tender document may be downloaded from the website www.bhelherp.com, www.bhel.com and www.eprocure.gov.in under heading Tender No. HERP/STORES/ TRANSPORT CONTRACT/ M1/ 2019-21. **The tender document will be considered as valid tender subject to payment of tender document cost Rs.1,000/-.** Tampering of tender document in any form is prohibited.

3. Scope of work, approximate total group wise value of work and EMD is indicated below:

Sl. No.	Tender No.	Scope of Work
1.	HERP/STORES/TRANSPORT CONTRACT/M1/2019-21	This Contract will cover safe transportation of consignments such as Machinery, Raw materials, Fabricated items, Scrap, Spares, Castings, Forgings, Component, Hardware Items, Sundries etc. in Trucks, Open Body Trucks, & Mini Trucks as per groups given at Clause 3.9.6 Annexure 'A' From Varanasi to anywhere in India and anywhere to anywhere in India.

Earnest Money: Rs.31,200/- (Rs. Thirty-one Thousand Two Hundred only)

Cost of tender document: Rs.1, 000 (Rupees One Thousand only).

Note: Earnest Money and cost of tender are to be deposited only through Electronic Fund Transfer in BHEL Bank Account details as attached. Earnest money deposit of unsuccessful offers would be returned.

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

Group	Sl. No.		Dimensions	Cat. No.	Bill of Quantity MT-KM Lacs	Total % value of each group
M01	1	Truck category, for distance up to 500 Kms from Varanasi and Anywhere to Anywhere in India.	Smalls-up to 5.5 MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	2.93449	38.01333%
	2		Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-II	0.65534	7.73299%
	3		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-III	5.06536	45.73636%
	4		Closed Body Truck (12 wheeler) Consignment weight above 15 MT up to 20 MT	A-IV	0.43896	3.91936%
	5		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B	0.09125	1.28994%
	6		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-I	0.11695	1.53300%
	7		Mini truck load up to 5 MT Dimension : L=396cms, W=180cms, H=200cms	D	0.11745	1.77502%

4. SUBMISSION AND OPENING OF TENDER

The bidder has to submit tender bid in three parts, in three separate sealed envelopes. First sealed envelope marked as "Pre-qualification bid - Part - I", second sealed envelope marked as "Technical Bid along with Unpriced Bid - Part -II" and third sealed envelope marked as "Price Bid - Part - III"

All these three envelopes (Part-I, Part-II and Part-III) should be again sealed in a common envelope super scribed as **HERP/STORES/TRANSPORT CONTRACT/M1/2019-21** and date of opening: **21.09.2019** and addressed to AGM/ (Prod., C&S & Stores). The sealed envelope containing Part-I should also be super scribed with Tender No.: **HERP/STORES/TRANSPORT CONTRACT/M1/2019-21** and due date of opening: **21.09.2019**, while sealed envelopes containing Part-II & Part-III should bear Tender No. only. Tender may be sent under registered post / Speed post addressed to:

**Tender Box
MM Deptt., Admin. Building
Bharat Heavy Electricals Limited
HERP, TARNA, Shivpur,
Varanasi-221003.**

The quotation must be posted with due allowance for postal transit time so as to reach on or before **14:00 hrs. on 21.09.2019**. Quotations not received in time are liable to be ignored. This tender will also be accepted (to be dropped in the Tender Box) **up to 14:00 Hrs. on 21.09.2019** BHEL, HERP, Varanasi. The sealed common envelope and another sealed envelope containing "Prequalification Bid -Part - I" will be opened on the same day i.e. **21.09.2019 at 15:00 Hrs.** in the presence of parties who wish to be presented on the occasion.

5. BHEL reserves the right to open/accept/ reject/ cancel / negotiate/ split up tender in totality without assigning any reason thereof.

Scope of Work: This Contract will cover transportation of consignments to all destinations in India from anywhere to anywhere such as Machinery, Raw Materials, Fabricated items, Spares, Consumables, Castings, Forgings, Semi finished items, Components, Hardware items, Sundries, Scrap etc. by Close/Open Body Trucks/Taurus & Mini Trucks as per groups given at Clause 3.9.6 Annexure 'A'

The tender documents consist of:

- 1) Letter from bidder to AGM/ (Prod., C&S & Stores) regarding submission of tender.**
- 2) Part – I: Prequalification Bid and Contractor Registration Form**
- 3) Part- II: Technical Bid along with Unpriced Price Bid**
- 4) Part-III: Price Bid**

**BHARAT HEAVY ELECTRICALS LIMITED
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Letter from bidder to AGM/ (Prod., C&S & Stores) regarding submission of tender.

AGM/ (Prod., C&S & Stores)
Bharat Heavy Electricals Limited
HERP, Tarna, Shivpur
Varanasi - 221003

Sub: Bid for safe transportation of consignments to all destinations in India from anywhere to anywhere such as Machinery, Raw Materials, Fabricated Items, Spares, Castings, Forgings, Semi Finished Items, Components, Hardware Items, Consumables, Scrap, Sundries etc. by Close/Open Body Trucks/ Taurus & Mini Trucks as per groups given at Clause 3.9.6 Annexure 'A'

Ref: Tender No.: HERP/STORES/ TRANSPORT CONTRACT /M-1/ 2019-21

Dear Sir,

With reference to above tender enquiry and having examined and perused the documents given in "Pre-qualification Bid - Part-I" "Technical bid along with Unpriced Bid - Part-II" and "Price Bid - Part-III", I / We hereby submit my/our documents/ undertaking/ affidavits / cost of tender along with EMD as required in your "Pre-qualification bid - Part-I" in sealed envelope marked "Pre-qualification bid / Part -I".

Other documents mentioned at point "G" and "H" of clause 3.4 of "Pre-qualification bid – Part I" are placed in sealed envelope marked "Technical Bid along with Unpriced Bid - Part-II"

In sealed envelope marked "Price Bid - Part-III", we have placed our quotations/ best prices, in line with process of submission and opening of tender, for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates for total Bill of Quantity, for all categories based on percentage weightage allotted in M-1 group for distance slab 0-500 KM category;

and our quoted rates are valid for total bill of quantity as given in Annexure "N" (M01 group for distance slab 0-500 KM category)

I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause No. 7 in Annexure "B"

Thanking you,

SIGNATURE OF TENDERER WITH SEAL

Encl:

Envelope marked & super scribed: "Pre-qualification Bid Part I"

Tender Opening Date: 21.09.2019

- 1) Documents as required as per clause 3 of "Pre - qualification Bid part I" (receipt of cost of tender and Earnest Money as stated above).

Envelope marked & super scribed: "Technical Bid along with Unpriced Price Bid - Part-II".

- 1) Documents as required in "Technical Bid along with Unpriced Price Bid - Part-II"

Envelope marked & super scribed "Price Bid - Part - III".

- 1) Price bid in separate sealed envelopes for M01 group for distance slab 0-500 KM category.



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TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/ 2019-21

PART – I: PRE-QUALIFICATION BID

Note: - The envelope super scribed “Part-I: Pre-qualification Bid” should contain documents, affidavits, cost of tender (if applicable) and EMD as given at clause 3 of this document.

TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/2019-21
PART-I: PRE QUALIFICATION BID

1. Eligibility Criteria - Mandatory

The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this rate contract:

CRITERIA	MINIMUM REQUIREMENT
Turn-over from business of Plying Transport Vehicles	Rs 13.34 Lakh average in last three financial years i.e. 2015-16, 2016-17 and 2017-18.
IBA approval	Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, rate contract will be cancelled.
Branch Offices (Refer Note (ii) below)	At least 2 Branch Offices each in minimum 10 of the following States:- Andhra Pradesh, Bihar, Chhattisgarh, Delhi, Gujarat, Haryana, Karnataka, Kerala, MP, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Naidu, Telangana, Uttar Pradesh and West Bengal. At least 1 branch Office each in Uttarakhand, Himachal Pradesh, Jharkhand, Assam and Tripura.
Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarised -	1. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units/sites. 2. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation.
EMD	Rs.31,200/- (Rs. Thirty-one Thousand Two Hundred only) as provided in NIT

Note:

(i) Copies of Audited Annual Account i.e. Balance Sheet and Trading/Profit & Loss Account for the financial years i.e. **2015-16, 2016-17 and 2017-18** will be required.

(ii) Complete detail - Address, GST No., Phone number, Cell No., E-mail address and name of person-incharge is to be provided for each Branch Office.

(iii) Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.

2. Disqualification

a) Transporter should have not been de-listed/ blacklisted from business by any units of BHEL from any transport contract, or recorded to have been booked by CBI and / or indicted by a court of law in any criminal case relating to transportation. Declaration to this effect in the form of affidavit is to be submitted.

b) If any legal dispute is pending between them and any of BHEL units.

3. Bidders are requested to submit following documents / undertakings / affidavits / cost of tender document along with EMD in envelope marked "Pre-Qualification Bid - Part - I", failing which bid will not be considered.

3.1) Transporter should submit the duly filled and signed Contractor Registration Form along with the tender document.

3.2) a) Cost of tender documents of Rs. 1,000/- (Rupees One Thousand only).

b) Earnest Money deposit of Rs.31,200/- (Rs. Thirty-one Thousand Two Hundred only)

Note: - Earnest Money and cost of tender are to be deposited only through Electronic Fund Transfer in BHEL Bank Account (details are attached). No other mode of payment shall be accepted.

3.3) Self Attested copy of approval of Indian Banks Association (IBA) for last five years continuously, including current year.

3.4) while submitting a bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of an appropriate value;

A) Bidder has not been de-listed / blacklisted from business by any units of BHEL from any transport contract, or recorded to have been booked by CBI and / or indicted by a court of law in any criminal case relating to transportation.

B) Indicate if any legal dispute is pending between them and any of BHEL units.

C) That they will quote rates for all category based on percentage weightage allotted for each category for group M01 for distance slab 0-500 KM category and their quoted rates are valid for total bill of quantity as given in Annexure- 'N'.

D) That they have gone through and have understood the transporter performance evaluation system Annexure- 'G1' & 'G2'.

E) That they have read and understood all the conditions of the tender documents Annexure - 'A' to Annexure- 'N' and agree to them in all respects.

F) That they have placed all tender documents Annexure 'A' to Annexure - 'N' signed on each and every page as a token of acceptance in envelope marked "Technical Bid along with Unpriced Price Bid - Part- II".

G) They have placed all documents as per requirement of Annexures 'A' to 'M' in envelope marked "Technical Bid along with Unpriced Price Bid - Part- II".

H) They have placed following supporting documents in envelop marked "Technical Bid along with Unpriced Price Bid - Part- II".

- i. **Printed branch list** with complete postal address, GST No., name of branch manager/ contact person, phone no., and mobile no. / fax no. & e-mail address.
- ii. Certificates from units of BHEL where bidder is an approved transporter on the date of submission of tender or copy of contract agreements.
- iii. Self-attested copy of ISO certificate - in case bidder is an ISO certified company.
- iv. Address of Web site- In case bidder has Web based tracking/movement/delivery reporting system. Preference may be given to transporters who have a web based tracking/ movement/ delivery reporting system.

J) The bidder has placed his price bid in envelope marked "Price Bid- Part-III" and there is no difference between Unpriced Priced Bid and Priced Bid, except that the rates have been suppressed in Unpriced Bid.

K) The bidder should have branch offices in Varanasi, and 60% out of the station (other than Varanasi), given in Annexure –H i.e., schedule of distances. In case, the transporter is not having office in Varanasi, they must confirm to open the office before issue of LOI.

L - 1) Details of its group concerns or affiliates etc. who are also engaged in transportation business.

2) Details/particulars of partners /proprietors/directors of bidders /group concerns or affiliates etc. including details of DAN (in case of directors) and PAN numbers (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.

3) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by

BHEL (List available on www.bhel.com) nor any of the Director/Partner/proprietor of bidder /such group concern or affiliate are involved with such firm /company.

- 4) Confirm that other than the bidder, none of its group concern or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner (s)/common Director(S).
- 5) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract or applicable legal provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the bidder if:
 - BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false fraudulent or
 - Any document submitted by the bidder was fake or forged
 - Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause 3, 4 and 5 above of point L, shall be liable to be summarily rejected.

Notes: -

- a) In case, the “Technical Bid along with Unpriced Bid - Part- II” is checked and found OK, supporting documents submitted as above by the transporters, will be checked in details with originals. The original documents will be shown by the bidder on a specific date (to be intimated by BHEL) for verification of supporting documents.
- b) If the documents submitted in Part-II are not in order and/or bidder fails to get the document authenticated on the given date, the bidder shall be disqualified from the tender. Their “Price bid - Part-III” will not be opened and their Earnest Money Deposited, irrespective of no. of groups being quoted by the bidder, shall be forfeited.
- c) Bidder should not have been de-listed / blacklisted from business by any units of BHEL from any transport contract, or recorded to have been booked by CBI and / or indicted by a court of law in any criminal case relating to transportation. Declaration to this effect in the form of affidavit is to be submitted.
- d) “Price Bid - Part-III” of those bidders who are considered qualified, shall be opened on a date, which shall be intimated later.
- f) In case at a later date given after award of the contract, it is found that some information was suppressed or wrong information was given, all the money submitted by the tenderer may be forfeited and pending bills if any may be forfeited as penalty.
- g) I/We confirm that I/we have quoted our best rates for total Bill of Quantity, for all categories, for Group M01 for distance slab 0-500 KM category.
- i) In no case rate/ value quoted as L-1 at the time of reverse auction shall be higher than the rate/ value quoted in the sealed price bid.



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TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/2019-21

Technical Bid along with Unpriced Price Bid - Part- II

Note: - The envelope super scribed “Technical Bid along with Unpriced Bid - Part- II” should contain following Annexures duly signed on every page, apart from all documents mentioned at clause 3.4 “H” and “L” of “Prequalification Bid - Part-I”.

Annexure “A”	-	Instructions and Guidelines to Tenderers.
Annexure “B”	-	General Terms & Conditions of the Tender.
Annexure “C”	-	Special Terms & Conditions of the Tender.
Annexure “D”	-	Bill of Quantity / Schedule of rates (Unpriced)
Annexure “E”	-	Proforma for submission of freight bills.
Annexure “F”	-	Check list.
Annexure “G”	-	Performance Evaluation & Roster system (G1 & G2).
Annexure “H”	-	Schedule of distances.
Annexure “I”	-	List of Major sites.
Annexure “J”	-	List of Banks for Security Deposit through Bank Guarantee
Annexure “K”	-	Proforma for Bank Guarantee Bond
Annexure “L”	-	Detail list of branches/ franchises
Annexure “M”	-	Reverse Auction-Terms & Conditions

TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/2019-21

INSTRUCTIONS & GUIDELINES TO BIDDERS

1. TENDER DOCUMENT

Tender document shall comprise of above **Annexures A, B, C, D, E, F, G, H, I, J, K, L, M and N.**

2. SUBMISSION AND OPENING OF TENDER

Refer NIT Clause 4 for details about submission and opening of tender.

3. MISCELLANEOUS:

3.1) Rates should be quoted in figures as well as in words with respect to each item and for all items as shown in the schedules **Annexure- "N"** (Group M01 for distance slab 0-500 KM category) Separately, on per Metric Ton per Kilometer basis. All entries in the tender documents should be clearly written in ink or typed. Erasing and overwriting is not permitted. All corrections/ cancellations/ insertions should be duly attested by the tenderer concerned. The rates should be quoted only in the schedule attached, both in words and figures. After filling in all the required particulars of the tender documents, the tenderer shall sign each and every page of the tender document before submitting their tender.

3.2) While quoting their rates tenderers are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles during the operation of Transport Contract over two year or extension thereof. No claim, whatsoever, will be entertained on account of such sundry expenses or any increases thereof that may come into existence after the acceptance of tender and or during the currency of the Contract.

3.3) The rates quoted in the tender shall remain valid, for the purpose of acceptance, for a period of 120 days from the date of opening of Technical Bid. Withdrawal of tender during the above period will entail forfeiture of full amount of Earnest Money deposited.

3.4) In case the tenderer is a Partnership firm under Partnership Act the tender must be signed by all the partners of the firm or by the Managing Partner who has powers to do so or by a person holding the power of attorney on behalf of Partnership firm. This also holds good for Private Limited Companies. A copy of the partnership deed or a copy of Power of Attorney attested by a Notary should accompany the tender. BHEL will not be bound by any other power of attorney granted or change in the composition of the firm made, subsequent to the execution of the Contract Agreement. They may, however, recognize such power of attorney or change in status after obtaining legal advice and the cost involved thereby shall be chargeable to the concerned transporter.

3.5) BHEL may go for Reverse Auction after Techno–Commercial evaluation instead of opening of submitted Price bid. Please refer Annexure-M for detailed RA guidelines.

3.6) Tenders not submitted on the prescribed form are liable to be rejected.

3.7) Before quoting for the work, the tenderers should ascertain the nature of the material and the shortest route along which material can be safely transported. BHEL will not pay any extra charges.

3.8) The successful transporters will open/continue to maintain office with Computer/E-Mail facility and suitable go-down facility with handling facility at Varanasi.

3.9) BHEL RESERVES THE RIGHT:

3.9.1) BHEL reserves the right to open/accept/ reject/ cancel / negotiate/ split up tender in totality without assigning any reason thereof.

3.9.2) To award either part contract e.g. for group M01 for distance slab 0-500 KM category Annexure-‘N’ or in combination thereof or full contract simultaneously with any transporter/ transporters as it may deem fit at the beginning of the Contract or at any time during the currency of contract.

3.9.2.1) Further BHEL may consider to give following approximate percentage in work load during the contract period on Low to High **L-1, L-2, L-3...** ... (on the basis of total freight booked in M1 groups for all incoming consignments from Suppliers/vendors/subcontractors & outgoing consignments from HERP Varanasi) in the following manner:

Grade	% AGE OF LOAD ALLOCATIONS IN GROUP M01 FOR DISTANCE SLAB 0-500 KM CATEGORY
L1	35%
L2	20%
L3	15%
L4	10%
L5	10%
L6	10%
	If in case 05 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-5 will be 39%, 22%, 17%, 11%, 11% respectively.
	If in case 04 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-4 will be 44%, 25%, 19%, 12% respectively.
	If in case 03 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-3 will be 50%, 29%, 21% respectively.
	If in case 02 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-2 will be 64%, 36% respectively.
	If in case only one bidder available in any group then group wise percentage load allocation to that bidder will be 100%.

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

3.9.3) To cancel / terminate the order/contract at any time during its currency without assigning any reasons what so ever.

3.9.4) To evaluate the price bids of transporters as per clause 3.10 below. The decisions of BHEL evaluation team will be final and binding on the transporter.

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

3.9.6) Every transporter has to necessarily quote rates for total bill of quantity of each category of M-1 group and quoted rates will be valid for total bill of quantity, failing which their offer may be disqualified.

Group M01: All the categories of Truck i.e. A-I, A-II, A-III, A-IV, B, B1 and D in case of transporter is bidding for Group M01 (Truck category, for distance slab up to 500 Kms from Varanasi and from anywhere to anywhere in India).

3.10) Criteria of selection of transporters will be as under: -

Maximum six transporters will be awarded work in Group M01 for distance slab 0-500 KM category. The process of selection shall be as under: -

- I. The bill of quantity in "Metric Ton KM" and percentage weightage Category wise is mentioned in the Annexure- "N" (Group M01 for distance slab 0-500 KM category) of Tender. Transporters are required to quote for all categories of any particular group, without which their tender will not be considered for that Group. "Total quoted freight value" of all categories in a particular group shall be calculated by applying percentage weightage mentioned for each category in a particular group.
- II. Bidder has to quote total value of freight for a particular group.
- III. Total value quoted for the group value of freight for each category shall be calculated based on percentage weightage pre-defined for respective each category.
- IV. Rate for each category will be calculated by dividing total value of each category by dividing total KM-MT (BOQ) for respective each category.
- V. Formula for calculation of rates per MT-KM is mentioned in group M01 for distance slab 0-500 KM category BOQ (vide Annexure-N i.e. M1 for distance slab 0-500 KM category)
- VI. If necessary, negotiation may be held with the bidder whose total amount of group M01 for distance slab 0-500 KM category are found L-1 in the particular group.
- VII. Further negotiated amount of the L-1 bidder of group M01 for distance slab 0-500 KM category shall be distributed in each category of particular group in proportion with percentage given in NIT.
- VIII. The derived rates of the L-1 Bidder of group M01 for distance slab 0-500 KM category shall then be counter offered to above L-2, L-3 onwards (low to high) till six transporters are selected for Group M01 for distance slab 0-500 KM category.
- IX. It is clarified that the transporters will be selected based on their offer for total volume of work of Group M01 for distance slab 0-500 KM category (Low to High) and not L -1 in any individual category basis.
- X. Bids of litigant party (s) having any legal dispute pending with BHEL may not be considered.
- XI. Successful transporters whose tender is accepted for award of work shall enter into a contract with BHEL within fifteen days from the date of award letter at their own cost on a valid non judicial stamp paper of Rs. 100/-.

4. ESTIMATED COST:

The estimated cost of total works for two-year period is **Rs.44.46 Lakhs** approximately. This estimate is tentative and is liable to vary. No claim for any variation will be entertained by BHEL.

5. EARNEST MONEY:

5.1) The tenderer shall submit the required documents for proof of deposit of Earnest Money amount irrespective of numbers of groups being quoted by the tenderer while submitting his tender with "Pre-qualification Bid - Part-I". The "Technical Bid along with Unpriced Bid -Part-II" will not be considered unless proof of deposit of of EMD is submitted.

5.2) The successful tenderers whose tender is accepted for awarding the Contract shall enter into a Contract at their own cost on valid non -judicial stamp paper of Rs. 100/-. Successful tenderer shall also inform all their branches of the terms and conditions of this contract under intimation to BHEL, HERP, Varanasi to ensure strict

compliance with the provisions of the Contract.

5.3) Canvassing in any form, in connection with the tender, is strictly prohibited and tender of such transporters will be rejected. In case of any information furnished by the tenderers being found incorrect before or after qualifying their tender/contract such tenders will be rejected /terminated.

5.4) Non -submission of information or submission of incorrect information in schedule will result in the tender not being considered.

5.5) Earnest Money shall be refunded to unsuccessful tenderer after finalization of Contract. In case of successful tenderer, the Earnest Money will be adjusted towards the Security Deposit in respect of the tender and will be adjustable in accordance with the provisions relating to Security Deposit.

5.6) If a tenderer withdraws his offer after submission of his tender, or after acceptance of his tender fails to start the work in accordance with the instructions, the Earnest Money deposited will be forfeited.

5.7) EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.

6. SECURITY DEPOSIT:

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.

Modes of deposit:

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

- i) Electronic Fund Transfer in BHEL Bank Account details as attached.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) 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)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

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

The Security Deposit shall not carry any interest.

TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/2019-21

GENERAL TERMS AND CONDITIONS FOR THE CONTRACT

The under -noted terms and conditions (Annexure "B") together with **Annexures A to N** shall form part of the Contract between the TRANSPORTERS and Bharat Heavy Electricals Ltd. HERP, Varanasi (hereinafter referred to as BHEL) for the period of Contract or extension, if any. The provisions of this contract shall cover HERP unit of BHEL at Varanasi.

1. INFORMATION SYSTEM:

1.1) The Transporter shall keep close liaison with the offices of the in charge Stores, Planning & Development and In charge Commercial & Shipping of HERP-BHEL, Varanasi to take instructions, guidance and orders for all the routine works for which written orders may not necessarily and ordinarily be given for carrying out the above works successfully. Similarly, such liaison shall be maintained by the transporter's Managers with leading suppliers of BHEL & BHEL customers once in a month.

1.2) The Transporter shall give a periodic statement to in charge Stores, as well as in Charge-Commercial & Shipping regarding the status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments lying pending with transporter for delivery. **Transporters shall submit the delivery report by 10th of every month for incoming and outgoing consignment to HERP, BHEL, Varanasi.**

1.2.1) The transporter should inform to In-charge Commercial & Shipping as well as Stores for consignments/goods lying with them more than one month.

1.3) The Transporter shall give a quarterly statement regarding pending payments due to him from BHEL.

1.4) For sorting out operational and other problems between BHEL & Transporter, the transporter's representative will be in contact with concern BHEL executives.

1.5) Intimation to transporters, through phones for placement of vehicle, will be treated as written intimation i.e. letter/ fax/ email.

2. REQUIREMENTS OF PERFORMANCE:

2.1) Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type carry either a packing slip fixed on outside the package or Paint -written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship name, Bill of Lading/Air Way Bill No. etc. in case of import / export consignment should also be mentioned. **Besides, Transporter's agent must ensure that he collects copy of Invoice/ T-Note/ Party Challan/ E-waybill and wherever applicable GST paying documents, i.e. second copy of Invoice, "DUPLICATE FOR TRANSPORTER" etc. and the same should move along with consignment. GST paying documents, i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice "Duplicate for Transporter" should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.**

Where the consignor has furnished the Transporter the GST paying documents, i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores/ Sites, the responsibility for loss due to this shall rest with the transporter. Transporters have to make a careful note of this and ensure compliance of this condition without fail/ fault. The GST paying documents, i.e. 2nd copy of Invoice, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature. In no case BHEL will accept seasonal rate variations.

2.2) All dispatches to BHEL Varanasi must be door delivered at Central Plant Store BHEL, HERP, VARANASI. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for small consignments only. The transporters shall collect and deliver the

consignments from BHEL/ Sites/ Suppliers or other notified places without any extra charges in respect of full loads or part loads. However, door delivery & door collection charges shall be paid wherever applicable for small consignments as per Clause 18 of Annexure -“C”. In case of small consignments, the consignments may be booked at Carriers Godown.

Wherever, E-waybill is applicable, the transporter must ensure that the relevant E-waybill is properly generated by the supplier and the E-waybill No. must be mentioned on the GR/ LR, otherwise it may lead to seizure of goods by Sales Tax Authorities and imposition of heavy PENALTY. In case of such eventualities (like seizure of goods & imposition of penalty), all the responsibility of getting the goods/ consignments cleared from the Sales Tax Authorities lies with the transporter and they will have to bear all the expenses including the deposition of penalty.

2.3) Loading/ Unloading including crane facility, at consignor's/ consignee's premises shall be the responsibility of the Consignor/ Consignee as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their go down and will be extended free of cost to consignor /consignee.

2.4) All the R.T.O. permission or any other permission/ authorization from competent authority shall be obtained by the Transporter at his own cost. Any contingency arising in this respect shall be the responsibility of the Transporter. However, state E-waybills, wherever required, shall be made available by the consignor. Also the Transporter shall be responsible for any mishap, accident in route and consequences thereof including legal complications, if any. In case there is a Railway Crossing in route (Ex. Booking Station to Delivery Station) where there is overhead electric traction/transmission line and the transporter has to obtain the shutdown from Railways/Electric Transmission Authorities then transporter will be reimbursed the actual shutdown charges claimed by the Railways/ Authorities against documentary proof. However, the total responsibility of obtaining necessary permission and related expenses/work will be transporter own responsibility for which no other payment will be made by BHEL. An additional grace period of Six days will be permitted for transportation running time (Ref. Clause 7.1 Annexure - “C”) in such cases.

2.5) The Contract as entered into between BHEL and the transporter (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965 (as amended up to date).

2.6) The Transporter shall carry materials/ packages/ consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The Transporter shall take all due care of consignments while loading/unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, lights, pilots/ escorts etc. shall be the responsibility of the transporter.

2.7) The GR issued at the booking station should be complete and there should not be any cuttings/ overwriting on it. A copy of GR should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of Transporter should sign on the G.R. There should be reference of BHEL Purchase Order/ Sale Order/ Sub Contract Order on the G.R. copy in addition to the gross weight & dimensions of the consignment. The Transporter shall not, in any case, issue GR's to the suppliers/ consignor without taking physical possession of materials.

2.8) The weight, measurement and the description of goods/ materials mentioned in the challan/ packing lists of the suppliers shall be the basis for assessing the losses in transit and for recovery of damages/ compensation there from. The Transporter shall be responsible for any discrepancy found at the destinations in respect of the description of the weights/ goods/ consignments. The transporter shall also be responsible for checking the packing conditions of consignments and drums etc. before taking delivery of the same for transportation. Once the material is accepted by the transporter it shall be deemed to have been handed over by the consignor in good condition and proper packing. Unless otherwise pointed out on the GR at the time of taking delivery from the consignor at the loading point.

2.9) The Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry, exit and the movement inside the premises of BHEL. The Transporter shall ensure that all employees/ persons engaged/ authorized by him for carrying the work, behave properly with the company's officers/ staff. In the event of any misbehavior, reported by the concerned officer of BHEL, the transporter shall

immediately withdraw such employee/ persons from the work.

2.10) All vehicles carrying materials to BHEL will be normally allowed to enter the Plant only between 8.00 AM to 02:30 PM on all working days. Normally vehicles will be unloaded/ loaded within 24 Hrs. or end of next working day, if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period, because of non -compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.

2.11) The transporter is responsible for safe transportation of the goods. Transporter shall be responsible for open delivery of the cases, externally damaged or in case of doubt of weight difference and shall give the shortage certificates. He shall be liable to make good such shortages/ damages. BHEL reserves the right to reject the material in total and claim 100% from the Transporter on account of damages/shortages. The cost so assessed by BHEL or their authorized representative shall be final. In case of any mishap to consignment during transportation, the transporter shall inform both the consignee and consignor immediately but not more than 48 hours about the complete details of this mishap and extent of loss/ damages.

2.12) INSURANCE:

BHEL shall insure the consignments wherever necessary with the underwriters/ Insurance Company. This shall, however, not absolve the transporter of any responsibility of safe and proper transportation of the goods to the proper destination and of his liability to compensate BHEL for the damages/shortages in respect of the consignments.

3) PAYMENTS:

3.1) The bills for materials delivered will be presented to the concerned Division/ Deptt. of BHEL i.e. incoming to Head of Stores department, sub contract/ free issue outgoing materials to Head of P&D department and outgoing materials to customers/projects to Head of C&S department, along with the proof of delivery, strictly within **15 days** from the date of delivery of material at Varanasi and one month in case of delivery at BHEL sites. GR wise bills to be submitted for freight payment. **Multiple GRs in single date from one supplier should be avoided.** Multiple GRs of same date from different party for same destination will be clubbed while making payment. However, door collection charges will be paid for different collection point.

3.2) Freight shall be payable to Transporter through EFT (Electronic Fund Transfer) endorsed in the name of the Transporter subject to compliance with all the conditions stated in the various Annexure. However, transporter shall issue money receipt (GR wise) for all the payments received by them within 15 days of getting payments.

3.3) Bills shall be, submitted to the concerned department of BHEL, only once in a month and shall be processed by Finance accordingly.

3.4) The transporters are expected to check payment condition in LR at the time of booking so that later on their bills do not remain pending.

3.5) Payment of freight bills shall normally be made within **30 days** of presentation of the bills duly supported by properly acknowledged GR. The bill should complete in all respect to the satisfaction of BHEL. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in proforma attached at Annexure "E". Endorsement of vehicle No. in A1 category on GR both for incoming and outgoing will not be insisted.

4) PROHIBITION OF SUB-LETTING:

The Transporter is not allowed to pass the responsibilities connected with the transportation to another agencies/ transporters. Under no circumstances, after entering into Contract, the tenderer would be permitted to arrange transport of consignments, entrusted to him, through another transporter except with the written permission of BHEL. However, hiring of vehicles and services from other agencies/ transporters is permitted but the onus of safe and timely transportation of the consignment rests with the tenderer. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and forfeiture of security deposit.

5. EXTENSION & TERMINATION OF CONTRACT:

5.1) The contract shall be valid normally for a period of two years from the date of award of contract. The contract could be considered for further extension for one year or part thereof on the same terms and conditions with mutual consent.

5.2) The Company may enter into parallel Contract simultaneously with any other Contractor/ Transporter as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the Annexures.

5.3) BHEL reserves the right either to short close the contract or terminates the contract entered into with any or all of the transporters without assigning any reason by giving one-month notice by registered post acknowledgement or due in person under acknowledgement.

5.4) If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/ obligation of or under the contract, BHEL may, without prejudice to any other rights, terminate the Contract by giving one month notice in writing and recover from the transporter any damages suffered by it on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.

5.5) If a transporter is not found to be Bank approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the offer of work load shall be stopped immediately and the contract with him may be terminated.

6. LATE PAYMENT CHARGES/ DAMAGES/ PENALTY AND RECOVERIES:

6.1) Vehicles as and when demanded by BHEL/ Venders/ Sub-Contractors/ Sites, on BHEL account with due prior requisitions in form of letter/ email or telephonic interaction, will have to be placed by the transporter. If they fail to place truck within one working day of "vehicle required date" (at Varanasi) and for other stations, placement time for any type of vehicle within five working days of "vehicle required date". A penalty of Rs. 1500/- (Rs. Fifteen Hundred only) for Trucks (Mini/ Close/ Open Body) per vehicle per Day for each occasion will be levied. However, maximum penalty on account of late placement of vehicle shall be limited to 30 % of the freight. But if such instances repeat three times in a period of six months, BHEL reserves the right to suspend the services of such transporter/transporters for a period to be decided by the Head of Stores as well as Commercial/ Shipping Deptt.

6.2) The transporter shall be required to lift materials of any type/size, quality, weight booked to or by any BHEL Units/ Sites/ Vendors. In the event of refusal by or failure of transporter to lift the consignments offered to them, even after seven days from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserve the right to use alternative source for lifting of consignments and extra expenditure/losses/damages incurred if any shall be borne by transporter and shall be recovered equally from all the transporters covered under that transport contract for that particular category.

6.3) All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

7. ARBITRATION:

All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.

ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.

iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. the conciliation proceedings with respect to a dispute as defined in the BHEL conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites www.bhelherp.com and www.bhel.com.

iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.

v. The Transporter shall continue to perform the contract, pending settlement of dispute(s).

8. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Varanasi, only shall have jurisdiction.

9. INDEMNITY:

The Transporter shall indemnify the company against all losses, claims etc. arising out of any of his acts or out of the acts of his servants or agents. In case of loss/ non-availability of Original Consignee Copy, a letter from BHEL/ Consignor should be sufficient to take delivery of consignment.

TENDER NO: HERP/STORES/ TRANSPORT CONTRACT /M1/2019-21

SPECIAL TERMS AND CONDITIONS

1. SCOPE OF WORK:

This Contract will cover transportation of consignments to all destinations in India anywhere to anywhere such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. in Trucks/Taurus, Open Body Trucks & Mini Trucks/Van as per groups given at Clause 3.9.6 Annexure 'A'

2. DIMENSIONAL DEFINITIONS OF CATEGORY-A:

The consignments having dimensions up to 488 cms in length, 205 cms in width and 205 cms in height are treated as normal consignments under Cat. A -I/ A-II/ A-III.

3. CATEGORY -A (Truck Load):

3.1) CAT. A-I

Consignments weighing Less than 5.5 MT will be treated as "SMALL" under category A-I. The payment of freight will be computed at the rates applicable for A -I category.

3.2) CAT. A-II

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

3.2.2) In case of A-II minimum load as mentioned in 3.2.1 is 5.5 MT for full truck load. In case of under load, the pre-permission of Stores Executive (including Purchase & Stores) for incoming and Commercial Executive for outward consignments not below the rank of DGM is required.

3.4. COMMON TO A-I / A-II.

Length above 488 cms and up to 605 cms or height above 205 cms and up to 300 cms will also be covered under category A-I/ A-II and freight will be paid proportionately extra in addition to freight as applicable in case of normal dimensions i.e. 488 cms x 205 cms x 205 cms. However, extra payment will be made additionally @ 10% on the actual weight for over dimensional consignment/ package (ODC) in length or height or both. However, in case of mixed lot items in ODC size like angles, channels, flats, steel rounds etc., the extra payment as above shall be made on total actual weight of extra-large package or 7 MT whichever is lower. Dimensions of all the consignments transported will be recorded invariably on the GR both at booking and delivery points.

However, on account of ODC (above 488x205x205 Cms) if any charges are paid by the Transporter to State Govt. Authorities, the same shall be reimbursed on production of original receipt mentioning Vehicle No. and Date of payment. In such cases, extra payment of 10% on account of ODC shall not be payable by BHEL.

4. CATEGORY B (Open truck loads) & Dimensional Definition:

4.1 The consignments of length above 205 cms & up to 700 cms, or width above 205 cms & up to 300 cms & height up to 300 cms or in combination thereof, are treated as open body truck loads. Full load capacity for open body truck Cat. "B" will be 9 MT. and freight will be paid for a Minimum of 9 MT. In case the gross weight of consignments is more than 9 MT the payment will be made for actual weight or 9 MT + 10% whichever is lower. Dimensions of all the consignments transported in open truck will be recorded invariably on the GR both at booking and delivery points.

When a package having width more than 205 cms up to 300 cms is dispatched, it will be treated as Category -B Open Body Full Truck load. However, the weight (actual weight or volumetric weight, whichever is higher) of total packages loaded on Truck (including small packages) should not be less than 7 MT in a full load open body truck (Category-B). However, in such cases (voluminous weight) the payable freight will be restricted to 9 MT (minimum chargeable weight) even if the volumetric weight is higher than 9 MT.

In such cases, where the above weight is less than 7 M.T. it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as full truck load only with pre-sanction of Executive (not below the rank of DGM) of BHEL. In case of outward consignment dispatch from Varanasi, such under load consignments will be on the specific request from the Executive (not below the rank of DGM) in Commercial Department. In case of incoming consignments, such permission will be given by the Executive (not below the rank of DGM) of P&D/ Store/ Purchase.

In case if close body truck is of higher capacity (beyond 9 MT + 10%), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of the vehicle is higher than 9 MT+ 10% and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery/ loading.

4.2 CATEGORY-B-I (Open Truck Load capacity above 9 MT and up to 16 MT)

The consignments of length above 690 cms & up to 700 cms, or width above 205 cms & up to 300 cms or in combination thereof, are treated as open body truck loads. Full load capacity for open body truck Cat. "B-I" will be 16MT. and freight will be paid for a Minimum of 16MT. In case if close body truck is of higher capacity (beyond 16 MT + 10%), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of the vehicle is higher than 16MT + 10% and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery/loading.

5. CATEGORY - "C": NOT APPLICABLE

6.

6.1) CATEGORY -"D" (MINI TRUCKS/VANS LOADS):

This category of consignments is for prompt delivery within the stipulated short period. Consignments weighing up to 6000 Kgs with dimensions up to 396 cms in length, 180 cms in width and 200 cms in height are treated as Mini Truck/Van loads. Minimum chargeable weight for mini truck load will be 5 Ton. In case the gross weight of consignments is more than 5 MT the payment will be made for actual weight if truck is of higher capacity and payment will be made within loading capacity of vehicle. However, this will be considered only if the loading capacity of the vehicle higher than or equal to actual weight of the consignment and transporter will be require to attach self-attested a copy of RC in proof of the same along with his bill. **Transportation of consignments by mini truck is to be resorted to only in case of urgency with the approval of competent authority by DGM or above.**

6. 2) CATEGORY – 'A'-III (TAURUS):

Full load capacity of closed body Taurus trucks (10 wheelers, size 690 cmx 213cmx 213 cm) will be minimum 15 MT. Consignment weighing from above 7.0 MT to 15 MT will be treated as full Taurus truck load under category A-III (however minimum required weight for transportation in this cat. Is 12 MT) and freight payment will be made for minimum 15 MT. In case of weight less than 12 MT it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as full Taurus load only subject to approval from BHEL Executive (not below the rank of DGM). Freight charges will be computed at the rates applicable for A-III category. In case, the truck is of higher capacity (beyond 15 MT), freight will be paid on

actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 15 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery / loading.

6.3) CATEGORY-‘A-IV’ (12 Wheeler TAURUS Loads):

Full load capacity of closed body Taurus trucks (12 wheelers, size 690 cm x 213 cm x 213 cm) will be minimum 20 MT. Consignment weighing from above 15 MT to 20 MT will be treated as full 12 wheeler Taurus truck load under category A-V (however, minimum required weight for transportation in this cat. is 18 MT) and freight payment will be made for minimum 20 MT. Freight charges will be computed at the rates applicable for A-V category. In case, the truck is of higher capacity (beyond 20 MT), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 20 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery/ loading.

Details of all categories are as follows: -

S. No.	Dimensions	Cat. No.	Chargeable Weight	Remark
1.	Smalls-up to 5.5 MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	--	Extra charges for (ODC) applicable (Refer Clause. 3.4 above)
2.	Full truck load above 5.5MT up to 7 MT. Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-II	7 MT	Extra charges for (ODC) applicable (Refer Clause. 3.4 above)
3.	Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-III	15 MT	
4.	Closed Body Truck (12 wheeler) Consignment weight above 15 MT up to 20 MT	A-IV	20 MT	
5.	Open truck load up to 9 MT Size up to 488x205x205 cms Over size up to 700x250x250 cms.	B	9MT	
7.	Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-1	16 MT	
8.	Mini truck load up to 5MT Size: 396x180x200 cms	D	5MT	

Notes: -

- 1) In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment.
- 2) Vehicle no. and dimensions of the consignments must be mentioned on the GR and the bill.
- 3) In order to make optimum use of loading capacity of vehicle for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.
- 4) No reimbursement will be allowed for any penalty/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

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

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

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

- (a) Mini Truck/ Full truck loads - 300 Kms/day.
- (b) Open body truck - 275 Kms/day.
- (c) ODC consignments having length - 100 Kms/day.
(Above 14 Mtr. or width above 4.0 Mtr. or height above 3.5 Mtr.)

If the consignments are not delivered within the normal transit time as above plus 2 days' grace time excluding the day of loading and unloading, penalty at the rate of 2% per week or part thereof in case of full truck/ open truck will be levied on the Transporter subject to a maximum of 40% of the total freight payable. Where under loads are booked as full load (in the category of D, B, A-III and less than 9 MT in case of trailer), penalty of Rs. 300/- per day will be imposed restricted to a maximum of 30% of maximum payable freight charges. Additional time is permitted in circumstances of para 2.4 Annexure- "B"

The penalty of 2% given above may increase depending upon the performance of transporter. For details refer Annexure- G1 (Clause-6).

7.2) In normal cases the time allowed for delivery of smalls consignments will be as under: -

I) Up to 500 Kms	- 7 days
II) 501 to 1000 Kms	- 12 days
III) 1001 to 1500 Kms	- 15 days
IV) 1501 and 2500 Kms	- 20 days
V) Above 2500 Kms	- 25 days

Penalty @ 2% of the freight per week or part thereof, subject to maximum of 30% of the total freight payable will be imposed if the consignment is not delivered within stipulated time on presentation of GR by BHEL. The penalty of 2% given above may vary depending upon the performance of transporter. For details refer Annexure- G1 (Clause -6). However, if the penalty works out to be less than Rs. 10/- the same shall not be charged.

7.3) The transporter shall ensure delivery of material within **48 Hrs.** against all GRs received in Shipping Section after retirement. In case the delivery of such consignments is delayed and the case becomes time barred for claim purposes, the whole responsibility will be of the Transporter.

7.4) If the consignments are delivered before the normal transit time as indicated above (excluding the day of loading), a lump sum incentive of Rs. 200/- per calendar day for Truck (mini/ full/ open body trucks), Rs. 400/- per calendar day for trailer, all category (limited to maximum of Rs. 400/- for truck and Rs. 800/- for Trailer) and an incentive of 1% on freight payable on small/ part loads where reduction in time limit is minimum of 3 days (limited to minimum of Rs. 20/- & maximum of Rs. 100/-). The scheme will be applicable only for the critical items for which specific prior approval is given by head of Stores or head of C&S. In case of GR, where documents are negotiated through Bank, the date on which consignment reached destination Holding Branch i.e. "Reach date" will be treated as date of delivery for the purpose of penalty clause

7.5) The Reach date as updated by Transporter on web base system within three days (Annexure -"G-1 & G-2" / informed to BHEL in writing will be accepted. However, if any complaint of late/non delivery is received, then the penalty will be recovered based on actual date of delivery.

7.6) FORCE MAJEURE CONDITION:

In case of force majeure conditions e.g. floods, riots, road breaches, war, cyclone, earthquake etc, over which the transporter has no control, will inform BHEL immediately. Any delay due to the above reasons shall be duly considered by BHEL on representation, with documentary proof by the transporter.

8. DISTANCE:

8.1) Minimum chargeable distance allowed will be 200 Kms.

8.2) Distance between two stations for the purpose of payment of freight charges will be determined by the shortest route by All Weather Motorable Road of Road Map of India published by Survey of India being an authentic document. For the places not shown on Road Map of India the distances will be taken from the "Motoring Guide of India" published by Automobile Associations of India, (Calcutta).

Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL as mentioned at Annexure - "H" These distances is only to be used for calculation of freight. This table is reviewed periodically for inclusion of new destinations.

8.3) For all stations within 20 Kms of the radius of booking stations, the freight charges will be the same as

that from booking station.

9. TRANSPORTATION BY LONGER ROUTE:

Where transportation by longer route is necessary for avoiding Ghat Sections, other road constraints like bridge, culverts, tunnels etc., disturbed/riot prone or flood affected area, abnormal weight, size of the consignments etc. prior permission of competent authority, not below DGM, must be obtained by the consignor clearly mentioning the longer route to be adopted along with the reasons for this. The transporter in such cases of transportation shall furnish documentary evidence/proof like octroi/ Gate passes, barriers crossing Receipts special route permits, repair and maintenance bills enroute (if any), filling of diesel etc. along with his freight bill establishing the fact that he has used longer route as authorized.

10. ESCORT/ TRACKING OF VEHICLE:

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

11. MINIMUM CHARGEABLE WEIGHT:

Minimum chargeable weight allowed will be 60 Kgs.

12. CONSIGNMENT WEIGHT / MEASUREMENTS:

Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/damages certificates shall however be provided by the transporter. Weight of BHEL weigh-bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis. The verification of weight of incoming consignments with gross weight above 50 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as 7.85 gm. /cm which is universally acceptable) or weight verified on the basis of design weight as applicable.

As regards the outgoing consignments of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design/ Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done/ possible. In case there is a representation for variation in actual weight to design weight, the weighment on BHEL Weigh Bridge may be considered which shall be acceptable to both sides (Consignor/ Consignee) for payment of freight charges.

13. DELIVERY OF CONSIGNMENTS:

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

13.2) For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/ station. Even in cases where the Transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, the Transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at any station and in case it exceeds, then Rs. 250/ per point extra will be paid over and above the basic freight.

13.3) Transporters shall submit the delivery report by **10th of every month** for incoming and outgoing consignment to HERP-BHEL, Varanasi.

13.4) In case of freight "To Pay "consignments (including those dispatched from BHEL, Varanasi the transporter will submit the proof of delivery within 30 days of date of dispatch/ GR.

14. DEMURRAGE:

No demurrage, wharfage, ground rent, godown rent is payable to the transporter for incoming and outgoing materials either from BHEL or from our customers.

15. FREIGHT RATES:

The rates agreed between BHEL and successful tenderers shall be inclusive of all other related charges like hamali charges, labour charges, statistical charges, surcharges, goods tax, etc. and rates quoted shall be consolidated on taking all above elements into consideration. However, any taxes/ duties other than above if levied by Government shall be paid extra as applicable.

16. BULK/ VOLUMINOUS CONSIGNMENTS:

In case of small load (Cat. A-I) consignments, the weight will be taken as actual weight or voluminous weight whichever is higher. The voluminous weight will be calculated @ 400 Kgs = 1 Cu. Meter. However, in case of full truck load the voluminous weight will be limited to 7 MT and for Mini/ Van category 5 MT. In case of open body truck Category-B & B1, so long as the consignment remains in the specified size as per clause 4, 5 & 6, no extra amount is payable even if the voluminous weight is higher than the actual weight of the material transported. In case of Taurus truck loads (10 wheeler) the voluminous rate will be limited to 15 MT and Taurus truck load (12 wheeler) the voluminous load is limited to 20 MT.

17. TRANSHIPMENT:

17.1) Transshipment of goods is allowed in route in case of A-I Category only. Consignments booked as full Load, A-II, A-III, A-IV and open truck loads B, B-1/chartered vehicles loads is normally not allowed. However due to non-availability/ scarcity of vehicles registered in Uttar Pradesh state, one transshipment in the transportation of incoming and outgoing materials for A –I category booked as full truck load, A-II, A-III and Open truck load B, B-1 will be allowed with the permission of BHEL officer not below the level of DGM except in-cases where material is booked with special instruction on GR “No Transshipment” for trailer loads. Transshipment may be allowed with prior permission of concerned executive not below the rank of DGM only. Failing this penalty of 5% of the freight amount will be levied. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. However, in case of smalls and part loads, transshipment is not barred but may be resorted to minimum possible extent.

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

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

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

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

18. DOOR DELIVERY/COLLECTION CHARGES:

18.1) Door delivery (DD) along with door collection both the charges at the rate of Rs.200/- per GR per metric ton subject to minimum Rs. 200/- will be payable on smalls (up to 5.5 ton) on "To pay" and "to be billed" GRs only. For door delivery at sites DD charges @ Rs. 200/- per GR per ton subject to minimum Rs. 200/- per GR will be payable on smalls (up to 5.5 ton). **No DD/ Collection charges will be paid on freight PAID GRs and the transporters will have to deliver the consignments at BHEL Stores irrespective of whatever is mentioned on the GR.** Weight for above purpose will be taken as either actual weight or voluminous weight whichever is higher in line with clause 16 above.

18.2) In case, small Loads of sub contracted jobs are dispatched to a station making as full truck load involving more than two vendors, full truck load shall be payable for heaviest consignment transportation & door delivery charges only for other consignment(s).

19. OCTROI CHARGES:

NOT Applicable

20. DIESEL ESCALATION CLAUSE:

20.1) The rates agreed between BHEL and the transporter will remain firm during the currency of the contract. However, the rates will increase/ decrease by 30% of the percentage increase/ decrease in the rates of diesel (BHEL procurement rate) prevailing at the time of award of the contract at Varanasi. Any increase so allowed to the transporters will be extra and form the part of basic freight. This increase/ decrease will be done, only quarterly, as under: -

20.2) The rates of diesel will be based on internal sales price of diesel purchased by BHEL at Varanasi.

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

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

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

$$\begin{aligned} & \text{Applicable Rates} - R \\ & \text{No. of Days for which applicable} - N1 \\ & \text{Total Number of Days in Three Months} - N2 \\ & \text{Average Rate for three months} = \Sigma (R \times N1) / N2 \end{aligned}$$

The period of three months will be reckoned from a date, 15 days prior to date of a quarter. The increase/decrease in rates due to price variation in diesel rates will be applicable for a period of next three months based on this. Average rate w.r.t. to rates is applicable on the date of award. Thus this increase/decrease will be firm/constant for next three months. Similarly, for next third quarter onwards, till the concluding of contract, the increase/decrease in rates will be permitted (with 15 days back dating).

21. VEHICLE PLACEMENT & LIFTING:

21.1) Vehicle for loading will be placed at loading point by **10:00 AM**. All vehicles carrying materials to/ from BHEL will be normally allowed to enter the plant only between **08:00 AM to 02:30 PM** on working days. The transporter should provide trucks normally within **2 days/ 48 hours** from issue of demand except in exigencies where shorter duration could be inevitable. However, wherever possible sufficient advance intimation in writing (email/ fax) shall be given for requirement of trucks.

21.2) Due to non-placement of vehicle in time, BHEL reserve the right to transport to incoming & outgoing consignments through other transporters alternative means/ arrangement. However, if freight paid is more than contract rate the excess amount will be recovered/ deducted from the freight bill of Transporter.

21.3) Tenderers shall also ensure that Motor Vehicle Act, 1988/ rules stipulations are strictly followed. It will be the transporters responsibility to deploy proper trucks to transport consignments covered under the scope of work as per the Motor Vehicle Act, 1988/ rule stipulations.

21.4) In case of failure to ensure compliance of any or all of the clauses of the tender, BHEL reserve the right to make alternative arrangements for hiring trucks at transporter's risk & cost.

21.5) In case BHEL demands placement of vehicle even on Sunday or holidays the same will be provided on the required date and same shall be accounted for decided the delay in placement of vehicle.

22. DESPATCH PREFERENCE:

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

23. SMALL LOAD CERTIFIED AS FULL TRUCK LOAD:

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

24. MIX-LOAD FREIGHT:

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

24.1) Extra freight shall be paid at the approved freight rate for All category unless the additional consignments (beyond minimum chargeable weight) belong to B/ C1/ C2 or other higher rated category.

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

25. OPEN DELIVERY CERTIFICATE:

Open delivery certificates shall be issued by the transporter or his representative, preferably at the time of delivery of the consignment or within 3 days after delivery failing which loss incurred due to short delivery/delivery of damaged consignment will totally be recoverable from the transporter. In case of Non-delivered consignment a Non-delivery certificate will be submitted within the stipulated period, failing which the value of the consignment shall be recovered from the transporter.

26. DELIVERY OF DOCUMENTS TO CONSIGNEE:

The transporter will also deliver the documents given by the BHEL/Supplier/Subcontractor/Customer like SMIV, PPMIV, Dimensional Inspection Report, Guarantee / Warrantee certificate, "Duplicate copy of transporter" Invoice, TC, Drawing, packing list, Challan, Road Permits (wherever applicable) etc. to the consignee.

27. VEHICLE CATEGORISATION:

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

28. DETENTION CHARGES:

The detention charges shall be payable @ Rs. 1500/- per vehicle per day on each occasion subject to detention of vehicle in BHEL plant/ site beyond a period defined as given below: -

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

However, in such cases transporter will have to submit proof of entry and exit timings of vehicle in the BHEL plant/ site. Regarding detention of vehicles of transporters carrying export consignments at Octroi/ Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/ clearance etc. at Octroi/ Naka etc. are done by BHEL ROD Mumbai. Therefore, any detention in clearance is BHEL responsibility. Thus the provision of non-payment of detention charges at Octroi/ Naka as per Clause No. 19 & 28 (Annexure- C) is not applicable in these cases.

29. PERFORMANCE REVIEW:

The performance of Transporters shall be reviewed periodically. Allotment of work load i.e. transportation of consignments to all destinations in India from anywhere to anywhere in India and continuance in contract will be related to performance as per detailed system given in Annexure G1 & G2. For better on line updation of

vehicle movement and delivery particulars and better communication, the transporters shall be required to have Internet web/ E-mail facility at their branch offices. This is for booking, loading, vehicle requisition etc. through Internet Web/ E-mail. If this facility is not maintained, the offer of workload to the concerned transporter can be stopped. In case the performance is not found up to the mark, BHEL reserves the right to terminate the contract without any further reference to Annexure - G-1 & G-2.

30. HILLY AREA FREIGHT

Not applicable.

31. LIFTING OF CONSIGNMENTS:

The transporters will lift consignments of all categories from ANY WHERE TO ANYWHERE and deliver to consignee in India within the scope of this contract whether or not they have their branch office at the originating or at destination station. This contract shall be on ALL INDIA basis and hence the head office of transport should inform all their zonal/regional branch offices in the country about the terms & condition and rates of this transport contract to ensure full implementation of this contract. While loading the materials, the transporter will have to ensure the physical verification of materials loaded in their vehicle. No shortages will be accepted at later stage by BHEL.

32. MECHANICAL BREAKDOWN OF TRUCKS

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

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

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

34. DESPATCH HOLD BY BHEL/ CUSTOMER

If further movement of consignment exit is not possible due to any customer related problem, transporter may be required to unload and keep consignment to its custody till cleared by customer where upon the transporter shall reload and despatch the consignment to destination. Such transshipment will be allowed by in charge C&S deptt. (Not below the rank of DGM)

35. PROTECTION/ SAFETY OF CONSIGNMENT DURING TRANSIT & GODOWN/ STORAGE

To ensure safe transit, the consignment loading shall be done by at BHEL work for outgoing materials and at vendor/ suppliers/ subcontractor/ fabricator works for incoming materials. The transporter shall ensure: -

- 1) Placement of truck including all welded structure and joints of the vehicle are in good & sound condition
- 2) Good quality lashing ropes in sufficient numbers, length and diameters and other items required to company the truck so as to securely lash the consignment. Proper tarpaulins cover to protect the consignment from rains.
- 3) Compliance of all the safety precautions and other instruction required in road transportation e.g. red flags/ lamps, pilot, escort etc. as may be required shall be the responsibility of transporters.
- 4) Transporter shall ensure for proper storage, safety and protection of goods at their godown / storage so that consignment is not damaged in any respect. Proper protection of consignments against rains, exposure to sun and dust should be ensured by the transporter at their godown/ storage.

36. SAFE CUSTODY

The transporter shall be solely responsible of the safe custody of consignment from the item the documents are handed over to him till the consignments are delivered at the destination. Repeated failure in this regard shall viewed seriously and BHEL shall be free to take deterrent/ penal action on the transporter concerned e.g.

suspension of business future business dealing. No separate charges for safe custody shall be payable by BHEL on any account at any stages the consignment are required and delivered in safe and sound condition

37. ROUTE PERMIT/ NATIONAL PERMIT/ CLEARANCE

The RTO or any other authority concern and compliance of any other statutory formality connected with transportation of goods in accordance of motor vehicle act/ rules will have to be arranged by transporter at his cost. BHEL does not take any responsibility in this regard. Any contingency arising in this respect will entirely be the responsibility of transporter.

38. MODE OF DESPATCH

Despatch will be either on **to Pay** basis when the freight shall be paid by our customer/ vender after received of good at destination or on **to be billed** basis where the freight shall be paid be BHEL after satisfactory delivery of goods to customer/ vender and production of documentary evidence in support thereof.

39. TIMELY PLACEMENT OF TRUCKS FOR ALL INCOMING AND OUT GOING CONSIGNMENTS

BHEL/ Suppliers/ Subcontractors shall approach to the transporters with whom the contract is finalised for placement of truck for transportations. Complains in writing by the BHEL/ Suppliers/ Subcontractors on non-placement of vehicle within specified period on 3 occasions shall disqualify the concerned transporter for loading of the consignment for one month. Moreover, the clause-21 of annexure- "C" shall also be applicable.

40. MISCELLANEOUS:

Any changes in Motor Vehicle Act announced by Govt. of India Ministry of Surface & Transport from time to time will be applicable and necessary charges thereof shall be binding both on BHEL & transporters. Additional financial burden if any on transporter will be decided mutually.

40.1) Under ISO –14001 -2004 and OHSAS –18001 - 2007 obligations for environmental safety and occupational Health Safety the necessary instructions shall be followed viz: -

(a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipment.

(b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).

(c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel. Driver's license should be duly endorsed by concern authority for carrying hazardous materials.

(d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.

(e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/ consignee immediately.

(f) Safety requirement during external (outside BHEL Varanasi premises) transportation shall also be met.

40.2) As per section 194 -C of Income -Tax act, deductions of Tax at source is required to be made from payments of Transporters or Sub-Contractors.

40.3) Freight Confirmation Letter (FCL) will be issued at the time of booking/ lifting of material by the concerned departments for To-pay GRs wherever required. However, the transporter will submit the photocopy of acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL will be issued only after submission of acknowledgements instead of at the time of booking.

40.4) No material belonging to BHEL will be auctioned by Transporters where customers have defaulted in taking delivery. The Transporter will give notice under Registered Post and ask for instructions in the matter. These cases should be followed up personally by the Local Branch Manager of the Transporter concerned. The matter should also be followed up with the consignee by the Transporter.

40.5) The transporters should normally submit original RC books along with self-attested photocopy of the same for vehicle placed for loading to ascertain smooth movement during transit & in order to avoid delays by hold -up of vehicles by R.T.O. etc. Branch Manager or his authorized representative should be present at the time of loading consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR.

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

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

40.8) Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to BHEL, Varanasi i.e. to the consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. There will, however, be no charges leviable towards "demurrage".

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

40.10) In case the transporter is found to have overloaded the trucks and any penalty is being levied off by any authority. BHEL would not be held responsible. Transporter has to ensure to delivery of the consignment at proper point within permissible time.

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

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21Technical Bid along with Unpriced Bid – Part – IIBill of Quantity/ Scheduled of RatesTruck category, for distance up to 500 Kms from Varanasi and Anywhere to Anywhere in India

Group	Sl. No.	Dimensions	Cat. No.	1 Bill of Quantity MT-KM Lacs	2 % Freight value of each categories	3 Rate Rs. Per MT per KM	4 Value in Rs. Lakhs
M01	1	Smalls-up to 5.5 MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	2.93449	38.01333%		0.3801333 of X1'
	2	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-II	0.65534	7.73299%		0.0773299 of X1'
	3	Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-III	5.06536	45.73636%		0.4573636 of X1'
	4	Closed Body Truck (12 wheeler) Consignment weight above 15 MT up to 20 MT	A-IV	0.43896	3.91936%		0.0391936 of X1'
	5	Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B	0.09125	1.28994%		0.0128994 of X1'
	6	Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-I	0.11695	1.53300%		0.01533 of X1'
	7	Mini truck load up to 5 MT Dimension : L=396cms, W=180cms, H=200cms	D	0.11745	1.77502%		0.0177502 of X1'
						Total	X1'

Note: -

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

- A) Value of each category (col-4) = Total value quoted in Group (X1) X % weightage value of each category (col-2)
- B) Rate per KM-MT for each category = (value of each category (col-4)) / (Total MT-KM for each category (col-1))

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

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

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21**Proforma for submission of freight bills**

Name of Transporter

Bill No.

Full Address

Date

M/s. Bharat Heavy Electricals Ltd, HERP, Varanasi

We hereby submit our Bill for Transportation of your goods.

Sl. No.	C-Note No./ Material Receipt Date	GR No. & Date	Name of the consignor/ Consignee stations	Actual Weight	Distance	Consignment Category	Rate	Freight	Door delivery Charges	Other Charges Total	PO No. PPMVNO. & Date	Vehicle No.	Remark

Total amount in words

Signature of Transporter

Total amount in words

Verified for payment Rs. _____

Manager
(Stores/ Traffic)Engineer
(Stores/ Traffic)**Note:**

- 1) For open body consignments, size scale shall be affixed by the transporter and actual sizes shall be entered therein.
- 2) Deductions if any shall be indicated on the Bill itself giving related reference

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21
TECHNICAL BID ALONG WITH UNPRICED PRICE BID PART-II
CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Transporter is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

Sl.	PARTICULARS	Details	(REFERENCE TO ANNEX. NO. /PAGE NO.)
1	Name and full address of the tenderer & Head office	Yes/No	
2	FAX No./Phone No./ Email address/Mobile No.	Yes/No	
3	Name/Designation & Address of the official of tenderer to whom all the references shall be made	Yes/No	
4	Name and address of Directors/Partners	Yes/No	
5	India Bank Association (IBA) approval No. & documents submission. Validity of approval up to _____	Yes/No	
6	Whether all pages of Annexure-A,B,C, D,E, F,G, H, J, K, L, M& N or (A to N) signed & stamped as token of acceptance	Yes/No	
7	Validity of offer/rates to be quoted for 120 days from the date of opening of tender	Yes/No	
8	Details about type of the firm as per clause 3.4(Annex-A)	Yes/No	
9	Attested copy of Power of Attorney as per clause 3.4 (Annexure-A)	Yes/No	
10	PAN NO	Yes/No	
11	Office establishment, suitable Godown etc. at Varanasi Telephone no of office, Email _____	Yes/No	
12	Authority letter for person authorized if any fully attested by Notary	Yes/No	
13	Documents as per para 'g' and 'h' of point 3.4 of Pre-qualification Bid - Part- I submitted	Yes/No	
14	Printed Branch List-Enclosed	Yes/No	
15	Confirm, you will quote against all the categories of group M01 and not for any specific categories.	Yes/No	
16	<p>REVERSE AUCTION: “BHEL RESERVE THE RIGHT TO GO FOR REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON www.bhel.com) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDDER. THIS WILL BE DECIDED AFTER TECHNO COMMERCIAL EVALUATION. BIDDERS TO GIVE THEIR ACCEPTANCE WITH THE OFFER FOR PARTICIPATION IN RA. NON-ACCEPTANCE TO PARTICIPATE IN RA MAY RESULT IN NON-CONSIDERATION OF THEIR BIDS, IN CASE BHEL DECIDES TO GO FOR RA.</p> <p>THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN RA WILL HAVE TO NECESSARILY SUBMIT “PROCESS COMPLIANCE FORM” (TO THE DESIGNATED SERVICE PROVIDER) AS WELL AS “ONLINE SEALED BID” IN THE REVERSE AUCTION. NON SUBMISSION OF “PROCESS COMPLIANCE FORM” OR ‘ONLINE SEALED BID’ BY THE</p>	Yes/No	

	<p>AGREED BIDDER(S) WILL BE CONSIDERED AS TEMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXTANT GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS (AS AVAILABLE ON www.bhel.com).</p> <p>THE BIDDERS HAVE TO NECESSARILY SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOP SEALED PRICE BID ALREADY SUBMITTED TO BHEL ALONG WITH THE OFFER. <u>THE ENVELOP SEALED PRICE BID OF SUCCESSFUL L1 BIDDER IN RA, IF CONDUCTED, SHALL ALSO BE OPENED AFTER RA AND THE ORDER WILL BE PLACED ON LOWER OF THE TWO BIDS (RA CLOSING PRICE & ENVELOP SEALED PRICE) THUS OBTAINED. THE BIDDER HAVING SUBMITTED THIS OFFER SPECIFICALLY AGREES TO THIS CONDITION AND UNDERTAKES TO EXECUTE THE CONTRACT ON THUS AWARDED RATES.</u></p> <p>IF IT IS FOUND THAT L-1 BIDDER HAS QUOTED HIGHER IN ONLINE SEALED BID IN COMPARISON TO ENVELOP SEALED BID FOR ANY ITEM(S), THE VENDOR WILL BE ISSUED A WARNING LETTER TO THIS EFFECT. HOWEVER, IF THE SAME BIDDER AGAIN DEFAULTS ON THIS COUNT IN ANY SUBSEQUENT TENDER IN THE UNIT, IT WILL BE CONSIDERED AS FRAUD AND WILL INVITE ACTION BY BHEL AS PER EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS (AS AVAILABLE ON www.bhel.com).”</p> <p>AS A REMINDER TO THE BIDDERS, THE SYSTEM WILL FLASH FOLLOWING MESSAGE (IN RED COLOR) DURING THE COURSE OF ‘ONLINE SEALED BID’. “BIDDERS TO SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOP SEALED BID ALREADY SUBMITTED TO BHEL”.</p>		
17.	Any other information	Yes/No	

Note:

1. Copies of all the documents submitted by the bidder should be duly signed and stamped by authorized representative.
2. All the reference & details should be filled in neatly in the above statement.

(Signature of Tenderer)

TENDER NO: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21

TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II

TRANSPORTER PERFORMANCE EVALUATION SYSTEM

To ensure equitable distribution of work load, based on contract conditions for preferences and Performance Feed Back, following terms and conditions will be applicable: -

- 1) As per Clause 22 Annexure -"C" of contract the transporter having branch at / near destination are to be preferred. Roster will be made for allotment of work for destination (Annexure – "I") as per dispatch plan given by C&S deptt. for each consignment being booked by all the approved transporters from BHEL to various customers.
- 2) As per Clause 29 Annex-"C" the continuance of the contract is subject to satisfactorily performance. The performance of each transporter will be assessed based on service quality, timely delivery and speed of response.
- 3) This performance evaluation system will cover Small, Part and Full truck load (A-I to A-III), A-IV, A-V, Open body Truck-B, B-I, Mini truck load-D category only.
- 4) Against Transporter Performance System, the transporters shall be awarded points quarterly out of a total of 100 (please see enclosed Annexure-'G2'). These points will affect the award of work load i.e. transportation of consignment as under: -

- | | |
|---|--|
| a) Less than 60 marks, | to be deleted from Roster for next one month. |
| b) Less than 40 marks, | to be deleted from Roster for next three months. |
| c) Less than 60 marks
for more than three
chances | to be permanently deleted from the Roster for the
remaining period of the contract. |

Initially on award of work all transporters will be given work load i.e. transportation of consignment as per Normal Roster. Later on work load i.e. transportation of consignment will be given on basis of their quarterly performance.

- 5) In case of major complaints such as serious customer complaint/ Non delivery/ Non provision of Vehicle etc. the work of a particular transporter can be temporarily suspended for specified period.
- 6) If a transporter is suspended/ deleted from roaster on account of his performance or for any other reason, his LD amount, which is presently 2% per week (refer para -7.1 and para -7.2 Annexure-"C", shall be increased by 0.5 % per week per month of suspension e.g. it will be change from 2 to 2.5 % per week for first suspension of one month and so on. This change in percentage shall be applicable for the GR' issued after the date of the suspension for the remaining period of contract. However, the maximum limit of LD shall remain unchanged at 30% both in case of full vehicle load and as well as in smalls.

TENDER NO. HERP/ STORES/ TRANSPORT CONTRACT/M1 /2019-21TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-IITransporter Performance Rating (TPR)(Evaluation and Distribution of Points)

Transporter performance shall be assessed with respect to following main factors and calculated for each consignment transported by transporter.

<u>RATING FACTOR</u>	<u>Weightage</u>
1) Quality Rating (QR)	30 points
2) Delivery Rating (DR)	45 points
3) Services Rating (SR)	25 points

Transport Performance Rating (TPR) = QR+DR+SRQuality Rating: (30 Points)

Consignment delivered in sound condition	30 points
Consignments delivered with package damaged	15 points
Consignments delivered with equipment damaged	0 points

Delivery Rating (45 points)

To be calculated on the basis of Gate Pass date and consignment delivery date 3 points to be deducted for each day of delay for 1st 15 days.

Service Rating: (25 Points)

- 1) Shipping movement information to be intimated by the transporters for delivery of critical consignment on demand of BHEL. 5 points to be awarded for such service.
- 2) For timely service, 5 points to be awarded/ deducted.
Base for timely service will be
 - i) Date of vehicle entry authorization / intimation
 - ii) Date of vehicle entering the plant.

If the date of vehicle entering the plant is within 48 Hrs for trucks and 96 Hrs for trailers of date of vehicle entry authorization, 5 points to be awarded to the transporter otherwise 5 points to be deducted.

- 3) Maximum 5 points to be awarded to the transporter by Store and Shipping Deptt. for readiness for help. Placement of correct vehicle.
- 4) Timely submission of monthly delivery report to BHEL as per clause-13 of Annexure-“C”. (10 points)
 - a) Submission by 10th days (+10)
 - b) Submission by 15th days (+ 5)
 - c) Submission after 15th days (0)

TENDER NO. HERP/ STORES/ TRANSPORT CONTRACT/M1/2019-21

SCHEDULE OF DISTANCES

Note: Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL and Distance chart is given at **Annexure-I**. These distances are only to be used for calculation of freight.

TENDER NO. HERP/ STORES/ TRANSPORT CONTRACT/M1 /2019-21

TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II

LIST OF MAJOR SITES FOR OUTGOING MATERIALS:

Distance From	Distance to : original	Distance (KM)
VARANASI	BARA	200
VARANASI	ALLAHABAD	200
VARANASI	OBRA	200
VARANASI	NAINI	200
VARANASI	RENUKOOT	200
VARANASI	TANDA	200
VARANASI	ANPARA	200
VARANASI	NABINAGAR	200
VARANASI	MINIMUM CHARGABLE DISTANCE	200
VARANASI	SINGRAULI	203
VARANASI	REBUSAGAR	205
VARANASI	JAGDISHPUR	212
VARANASI	VINDHYACHAL	213
VARANASI	RIHANDNAGAR	216
VARANASI	UNCHAHAR	216
VARANASI	JHABHA,SEONI	217
VARANASI	W Aidhan	217
VARANASI	MAHAN	221
VARANASI	BARGAWAN SINGRAULI	235
VARANASI	PATNA	246
VARANASI	BIRSINGHPUR	272
VARANASI	MUZAFFARPUR	293
VARANASI	LUCKNOW	313
VARANASI	BARH	325
VARANASI	KODERMA	325
VARANASI	KANPUR	328
VARANASI	NORTH KARANPURA	344
VARANASI	PANKI	356
VARANASI	BARAUNI	375
VARANASI	BOKARO	391
VARANASI	PATRATU	406
VARANASI	SGTPS BIRSINGHPUR	406
VARANASI	CHANDRAPURA	414
VARANASI	SANTALDIH	446
VARANASI	MEJIA	458
VARANASI	KORBA	474
VARANASI	AMARKANTAK	478
VARANASI	BARETHI	491

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT/M1/2019-21

TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II

LIST OF BANKERS
(For Bank Guarantee)

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

TENDER NO. HERP/ STORES/ TRANSPORT CONTRACT/M1 /2019-21TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-IIBANK GUARANTEE BOND

In consideration of the Bharat Heavy Electricals Limited,
 Division _____ (hereinafter called 'the Company' having agreed to exempt
 _____ (hereinafter called 'the said Contractor' which term includes
 'suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.
 _____ made between _____ and _____ for
 (hereinafter called 'the said Agreement' of Security Deposit for the due fulfilment by the said contractor of the
 terms and conditions contained in the said Agreement,
 on production of a Bank Guarantee for Rs.
 (Rupees _____ only)

1. We, _____) hereinafter referred to as 'the
 (indicate the name of Bank)

'the Bank' at the request of Contractor(s) do hereby undertake to pay to the Company an amount not
 exceeding Rs. _____ against any loss or damage caused to or suffered or would be
 caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms
 and conditions contained in the said Agreement.

2. We, _____ do hereby undertake
 (Indicate the name of Bank)

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the
 Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or
 suffered by the Comp any by reason of breach by the said Contractor(s), of any of the terms or conditions
 contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any
 such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under
 this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
 _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes
 raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our
 liability under this present being absolute and unequivocal.

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

4. We, _____, further agree that the Guarantee herein contained shall
 (Indicate the name of Bank)

remain in full force and effect during the period that would be taken for the performance of the said/
 agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the
 said Agreement have been fully paid and its claims satisfied or discharged or till _____
 Office/department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the
 said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges
 this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the
 _____ we shall be discharged from all the liability under this
 guarantee thereafter.

5. We, _____, further agree with the
(Indicate the name of Bank)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

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

Dated the _____ day of _____

For _____
(Indicate the name of Bank)

TENDER NO. HERP/ STORES/ TRANSPORT CONTRACT/M1 /2019-21**TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II**

Presence in different states & union territories sufficing all India purviews in terms of branches /franchises
(Fill as applicable)

Sl. No.	State /Union territories	Branches	Franchises, if any
1	Andhra Pradesh		
2	Arunachal Pradesh		
3	Assam		
4	Bihar		
5	Chhattisgarh		
6	Daman and Diu		
7	Delhi		
8	Goa		
9	Gujarat		
10	Haryana		
11	Himachal Pradesh		
12	Jammu & Kashmir		
13	Jharkhand		
14	Karnataka		
15	Kerala		
16	Madhya Pradesh		
17	Maharashtra		
18	Manipur		
19	Meghalaya		
20	Mizoram		
21	Nagaland		
22	Orissa		
23	Pondicherry		
24	Punjab		
25	Rajasthan		
26	Sikkim		
27	Tamil Nadu		
28	Telangana		
29	Tripura		
30	Uttarakhand		
31	Uttar Pradesh		
32	West Bengal		

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21

Terms & Conditions of Reverse Auction

REVERSE AUCTION: “BHEL RESERVE THE RIGHT TO GO FOR REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON www.bhel.com) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDDER. THIS WILL BE DECIDED AFTER TECHNICAL COMMERCIAL EVALUATION. BIDDERS TO GIVE THEIR ACCEPTANCE WITH THE OFFER FOR PARTICIPATION IN RA. NON-ACCEPTANCE TO PARTICIPATE IN RA MAY RESULT IN NON-CONSIDERATION OF THEIR BIDS, IN CASE BHEL DECIDES TO GO FOR RA.

THOSE BIDDERS WHO HAVE GIVEN THEIR ACCEPTANCE TO PARTICIPATE IN RA WILL HAVE TO NECESSARILY SUBMIT “PROCESS COMPLIANCE FORM” (TO THE DESIGNATED SERVICE PROVIDER) AS WELL AS “ONLINE SEALED BID” IN THE REVERSE AUCTION. NON

SUBMISSION OF “PROCESS COMPLIANCE FORM” OR ‘ONLINE SEALED BID’ BY THE AGREED BIDDER(S) WILL BE CONSIDERED AS TEMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS (AS AVAILABLE ON www.bhel.com).

THE BIDDERS HAVE TO NECESSARILY SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOPE SEALED PRICE BID ALREADY SUBMITTED TO BHEL ALONG WITH THE OFFER. THE ENVELOPE SEALED PRICE BID OF SUCCESSFUL L1 BIDDER IN RA, IF CONDUCTED, SHALL ALSO BE OPENED AFTER RA AND THE ORDER WILL BE PLACED ON LOWER OF THE TWO BIDS (RA CLOSING PRICE & ENVELOPE SEALED PRICE) THUS OBTAINED. THE BIDDER HAVING SUBMITTED THIS OFFER SPECIFICALLY AGREES TO THIS CONDITION AND UNDERTAKES TO EXECUTE THE CONTRACT ON THUS AWARDED RATES.

IF IT IS FOUND THAT L-1 BIDDER HAS QUOTED HIGHER IN ONLINE SEALED BID IN COMPARISON TO ENVELOPE SEALED BID FOR ANY ITEM(S), THE VENDOR WILL BE ISSUED A WARNING LETTER TO THIS EFFECT. HOWEVER, IF THE SAME BIDDER AGAIN DEFAULTS ON THIS COUNT IN ANY SUBSEQUENT TENDER IN THE UNIT, IT WILL BE CONSIDERED AS FRAUD AND WILL INVITE ACTION BY BHEL AS PER EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS (AS AVAILABLE ON www.bhel.com).”

AS A REMINDER TO THE BIDDERS, THE SYSTEM WILL FLASH FOLLOWING MESSAGE (IN RED COLOR) DURING THE COURSE OF ‘ONLINE SEALED BID’. “BIDDERS TO SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOPE SEALED BID ALREADY SUBMITTED TO BHEL”.



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

TENDER NO. HERP/STORES/TRANSPORT CONTRACT/M1/2019-21

Price Bid - Part- III

Contains: - Annexure "N" Bill of quantity/ Schedule of rates for group M01 for distance slab 0-500 KM category.

Note: - Envelope marked as "Price Bid - Part-III" should contain sealed envelope. Seal envelope shall contain Price Bid for group M01 for distance slab 0-500 KM category super scribed on the envelope.

All the Ten envelopes should be super scribed with followings.

1. 'Price Bid-PART-III'
2. Tender No. _____
3. Group No. M1 for distance slab 0-500 KM category.

TENDER NO.: HERP/ STORES/ TRANSPORT CONTRACT /M1/2019-21

Price Bid – Part – III

Bill of Quantity/ Scheduled of Rates

Truck category, for distance up to 500 Kms from Varanasi and Anywhere to Anywhere in India.

Group	Sl. No.	Dimensions	Cat. No.	1 Bill of Quantity MT-KM Lacs	2 % Freight value of each categories	3 Rate Rs. Per MT per KM	4 Value in Rs. Lakhs
M01	1	Smalls-up to 5.5 MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	2.93449	38.01333%		0.3801333 of X1'
	2	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-II	0.65534	7.73299%		0.0773299 of X1'
	3	Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-III	5.06536	45.73636%		0.4573636 of X1'
	4	Closed Body Truck (12 wheeler) Consignment weight above 15 MT up to 20 MT	A-IV	0.43896	3.91936%		0.0391936 of X1'
	5	Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B	0.09125	1.28994%		0.0128994 of X1'
	6	Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-I	0.11695	1.53300%		0.01533 of X1'
	7	Mini truck load up to 5 MT Dimension : L=396cms, W=180cms, H=200cms	D	0.11745	1.77502%		0.0177502 of X1'
						Total	X1'

Note: -

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

A) Value of each category (col-4) = Total value quoted in Group (X1) X % weightage value of each category (col-2)

B) Rate per KM-MT for each category = (value of each category (col-4)) / (Total MT-KM for each category (col-1))

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

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

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

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

Section-I: COMPANY PROFILE AND GENERAL INFORMATION


Section-II : RESOURCES OWNED BY THE COMPANY

Section-III : WORK EXPERIENCE

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

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
- ii) Completion Certificates (Any one of the following):
 - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
 - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
 - c) Self attested copies of „Final Bill“ verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
 - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
- iii) Relevant documents for each „WORK EXPERIENCE“ format being filled up are to be submitted.

4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention “Not Applicable”. The form is to be signed by the authorised signatory.
5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
8. Incomplete forms will be rejected.
9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

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

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

Signature & seal

Date :

(Authorised Signatory)

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

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.1 GENERAL INFORMATION

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<u>Name of Company seeking Registration:-</u>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<u>Registered Office Address:-</u> <ul style="list-style-type: none"> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site : 	
1.1.4	<u>Head Office Address:-</u> <ul style="list-style-type: none"> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site : 	
1.1.5	<u>Mailing Address:-</u> <ul style="list-style-type: none"> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site : 	
1.1.6	<u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u> Name & Address <ul style="list-style-type: none"> ➤ Tel No : ➤ Fax No : ➤ Email ID: 	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

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

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

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

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

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

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

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

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

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.3 REGISTRATION PARTICULARS

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

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

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

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SECTION-I: Company Profile & Organisational Information

1.5 OTHER PARTICULARS

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

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

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

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

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

Legend:

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

