

**TENDER TERMS AND CONDITIONS
OF RATE CONTRACT FOR
ALL INDIA ROAD TRANSPORTATION OF
CONSIGNMENTS WEIGHING UP TO 41 MT
THROUGH MECHANICAL TRUCKS AND TRAILERS**



CENTRAL DESPATCH DIVISION,
HEAVY ELECTRICAL EQUIPMENT PLANT
BHARAT HEAVY ELECTRICALS LIMITED
RANIPUR, HARIDWAR (UTTARAKHAND)



Validity of this Tender: from 23/03/2024 to 22/09/2025

Annexure : IBA validity

Note: Please check the IBA validity of the transporters before allotment of vehicle/work.

<u>Sl No.</u>	<u>TPT</u>	<u>IBA CODE</u>	<u>IBA VALID UPTO</u>
1.	M/s Associated Road Carriers Ltd.	CAA-237	31-03-2027
2.	M/s Awagaman Road Carriers Limited	CAA-951	31-05-2025
3.	M/s Bharatiya Roadlines Pvt. Ltd.	HYB-1289	31-05-2025
4.	M/s CJ Darcl Logistics Ltd.	HID-658	31-07-2025
5.	M/s Saket Road Carriers Pvt. Ltd.	MUS-2026	30-04-2025
6.	M/s South Assam Roadways Ltd.	KKS-2296	30-09-2026
7.	M/s Union Roadways Limited	CAU-738	30-06-2027

IBA validity of approved transporters as on 17/07/2024.

Contact Details of Transporters against Tender No. BHEL/HWR/CDX/ENQ/2324-006 Dated: 29/11/2023**M/s. Associated Road Carriers Ltd.**

1202A-1203, D Mall, Netaji Subhash
Place, Pitampura, Delhi-110034

Sh. Pramod Kumar - 9319035627,9837585126

E-mail: dlh@arclimited.com; yatender@arclimited.com; hdwr@arclimited.com;
jitender@arclimited.com; anandpal@arclimited.com

M/s Awagaman Road Carriers Limited

Paigah Plaza, Room No. 302A, 3rd Floor, Basherbagh,
Hyderabad – 500063

Mr. Dharmendra Sharma- 9319080774

Mr. Shubham: 8887906442

E-mail: d.a.sharma1974@gmail.com; awghyd@rediffmail.com;
hyderabad@awagaman.com; awghyd@gmail.com;

M/s Bhartiya Roadlines (P) Limited

211-212, Raghava Ratna Towers,
Chirag Ali Lane, Hyderabad – 500001

Phone: 040-23202651, 52,

Sh. Vinod Choudhary– 09319664872, 01334-220578

E-mail: brl_hwr@rediffmail.com; brl_hyd@rediffmail.com;
vinodbrl1988@gmail.com;

M/s CJ Darcl Logistics,

19/3, Tilak Bazar, Hisar -125001, Haryana

Sh. S.K Sharma: 8630039196

Rajesh Gairola: 9389318302

E-mail: marketing.hsr@cjdarcl.com; haridwar@darcl.com;
rajesh.gairola@m.darcl.com;

Saket Road Carriers Pvt. Ltd.

No. 16, Elegance Royale, Unit No. 203, 2nd Floor,
2nd cross, Sindhi Colony,

J.C. Road, Bangalore – 562002

Sh. NK Mishra: 9105506141

Sh. Ramakant Babuna- 9986379715

E-mail: saketroad@gmail.com; saketroadcarriers@gmail.com;

M/s South Assam Roadways Ltd.

32 Chowringhee Road, 9th Floor,
Kolkata-71

Pawan Choudhary: 9761019797

Rajesh Gupta: 9331076620

E-mail: sarparivahan1994@gmail.com;

M/s Union Roadways Limited

P-9, New C.I.T. Road,
Kolkata-700073

Sh. Ratan Pal - 9358188687, 01334-226198

Sh. Ramji Tiwari - 9358188687, Sh. A Pathak-9319644469

E-mail: haridwar@unionroadwaysltd.com; delhi@unionroadwaysltd.com; Tel. No. 0120-4104425,2890025

APPROVED RATES & TRANSPORTERS

Sl No.	Category	Distance Slabs	Group	Approved Rates (Rs./KM/MT)	Transporter Code	Approved Transporter	%Distribution
1.	A1 (Smalls Up to 5.5MT)	Up to 500 kms	S1	9.35	1. ARC	1. M/s Associated Road Carriers Ltd.	100%
		501 - 1000 kms	S2	9.20			
		1001 - 1500 kms	S3	7.65			
		Above 1500 kms	S4	6.80			
	Door Collection/Door Delivery (Rs. Per GR)			1950.00			
2.	A2 (5.5 MT to 7MT)	Up to 500 kms	M1	5.61	1. AWG 2. SPL 3. ARC	1. M/s Awagaman Road Carriers Ltd. 2. M/s Saket Road Carriers Pvt. Ltd. 3. M/s Associated Road Carriers Ltd.	50.00 % 33.33 % 16.67 %
		501 - 1000 kms	M2	6.10			
		1001 - 1500 kms	M3	4.95			
		Above 1501 kms	M4	4.37			
3.	A3 (7MT to 15MT)	Up to 500 kms	M5	2.41	1. AWG	1. M/s Awagaman Road Carriers Limited	40.00 %
		501 - 1000 kms	M6	3.25	2. SPL	2. M/s Saket Road Carriers Pvt. Ltd.	30.00%
		1001 - 1500 kms	M7	3.41	3. BRL	3. M/s Bharatiya Roadlines Pvt. Ltd.	20.00%
		Above 1501 kms	M8	2.41	4. SAR	4. M/s South Assam Roadways Ltd.	10.00%
4.	D (URGENT) Mini Truck Load up to 5 MT	Up to 500 kms	M9	6.35	1. AWG	1. M/S Awagaman Road Carriers Limited	100%
		501 - 1000 kms	M10	7.60			
		1001 - 1500 kms	M11	7.24			
		Above 1501 kms	M12	6.54			

SI No.	Category	Distance Slabs	Group	Approved Rates (Rs./KM/MT)	Transporter Code	Approved Transporter	%Distribution
5.	C1 (Above 15MT – 21MT)	Up to 500 kms	M13	4.95	1. CJD	1. M/s CJ DARCL Logistics Ltd.	40.00 %
		501 - 1000 kms	M14	4.44	2. SPL	2. M/s Saket Road Carriers Pvt. Ltd.	30.00%
		1001 - 1500 kms	M15	3.33	3. SAR	3. M/s South Assam Roadways Ltd.	20.00%
		Above 1501 kms	M16	3.24	4. BRL	4. M/s Bharatiya Roadlines Pvt. Ltd.	10.00%
5.	C2 (Above 21MT – 27MT)	Up to 500 kms	M17	3.95	1. AWG	1. M/s Awagaman Road Carriers Ltd.	28.57%
					2. BRL	2. M/s Bharatiya Roadlines Pvt. Ltd.	23.81%
		501 - 1000 kms	M18	4.04	3. URL	3. M/s Union Roadways Limited	19.05%
		1001 - 1500 kms	M19	3.07	4. SAR	4. M/s South Assam Roadways Ltd.	14.29%
		Above 1501 kms	M20	2.97	5. SPL	5. M/s Saket Road Carriers Pvt. Ltd.	9.52%
					6. CJD	6. M/s CJ DARCL Logistics Ltd.	4.76%
6.	C3 (Above 27MT – 41MT)	Up to 500 kms	M21	3.33	1. BRL	1. M/s Bharatiya Roadlines Pvt. Ltd.	28.57%
					2. SPL	2. M/s Saket Road Carriers Pvt. Ltd.	23.81%
		501 - 1000 kms	M22	3.85	3. AWG	3. M/s Awagaman Road Carriers Ltd.	19.05%
		1001 - 1500 kms	M23	3.62	4. URL	4. M/s Union Roadways Limited	14.29%
		Above 1501 kms	M24	2.69	5. SAR	5. M/s South Assam Roadways Ltd.	9.52%
					6. CJD	6. M/s CJ DARCL Logistics Ltd.	4.76%

SI No.	Category	Distance Slabs	Group	Approved Rates (Rs./KM/MT)	Transporter Code	Approved Transporter	%Distribution
8.	C1H (Above 15MT – 21MT & Height of single piece consignment above 3.5 mtr)	Up to 500 kms	M25	7.07	1.AWG 2.BRL 3. SPL	1. M/s Awagaman Road Carriers Limited 2. M/s Bharatiya Roadlines Pvt. Ltd. 3. M/s Saket Road Carriers Pvt. Ltd.	50.00% 33.33% 16.67%
		501 - 1000 kms	M26	7.07			
		1001 - 1500 kms	M27	6.78			
		Above 1501 kms	M28	6.80			
9.	C2H (Above 21MT – 27MT & Height of single piece consignment above 3.5 mtr)	Up to 500 kms	M29	6.07	1.AWG 2.BRL 3. SPL	1. M/s Awagaman Road Carriers Limited 2. M/s Bharatiya Roadlines Pvt. Ltd. 3. M/s Saket Road Carriers Pvt. Ltd.	50.00% 33.33% 16.67%
		501 - 1000 kms	M30	6.07			
		1001 - 1500 kms	M31	5.00			
		Above 1501 kms	M32	5.29			
10.	C3H (Above 27MT – 41MT & Height of single piece consignment above 3.5 mtr)	Up to 500 kms	M33	6.00	1.AWG 2.SPL 3. BRL	1. M/s Awagaman Road Carriers Limited 2. M/s Saket Road Carriers Pvt. Ltd. 3. M/s Bharatiya Roadlines Pvt. Ltd. (MSE)	45.18% 29.82% 25.00%(MSE)
		501 - 1000 kms	M34	5.30			
		1001 - 1500 kms	M35	5.20			
		Above 1501 kms	M36	4.36			

SI No.	Sub-Category/Group	Distance Slabs	Category	Approved Rates (Rs./KM/MT)	Transporter Code	Approved Transporter	%Distribution
11.	A2R (Consignments up to 7MT through Trucks)	From anywhere in Mumbai/any Port to Haridwar	AR	5.45	1. BRL	1. M/s Bharatiya Roadlines Pvt. Ltd.	67.67%
		From anywhere in Mumbai/any Port up to 500 Km		6.30			
		From anywhere in Mumbai/any Port Above 500 Km (Except Haridwar)		7.02			
	A3R (Consignments 7Mt to 15MT through Trucks)	From anywhere in Mumbai/any Port to Haridwar		3.15	2. SPL	2. M/s Saket Road Carriers Pvt. Ltd.	33.33%
		From anywhere in Mumbai/any Port up to 500 Km		4.50			
		From anywhere in Mumbai/any Port Above 500 Km (Except Haridwar)		3.96			
DR (URGENT) Mini Truck Load up to 5 MT	From anywhere in Mumbai/any Port up to 500 Km	8.81					
	From anywhere in Mumbai/any Port Above 500 Km	8.81					
12.	C1R Above 15MT – 21MT	From anywhere in Mumbai/any Port to Haridwar	CR	3.42	1.BRL	1. M/s Bharatiya Roadlines Pvt. Ltd.	66.67%
		From anywhere in Mumbai/any Port up to 500 Km		6.90			
		From anywhere in Mumbai/any Port Above 500 Km (Except Haridwar)		4.41			
	C2R Above 21MT – 27MT	From anywhere in Mumbai/any Port to Haridwar		3.24	2.SPL	2. M/s Saket Road Carriers Pvt. Ltd.	33.33%
		From anywhere in Mumbai/any Port up to 500 Km		6.90			
		From anywhere in Mumbai/any Port Above 500 Km (Except Haridwar)		4.23			
	C3R Above 27MT – 41MT	From anywhere in Mumbai/any Port to Haridwar		3.06			
		From anywhere in Mumbai/any Port up to 500 Km		6.90			
		From anywhere in Mumbai/any Port Above 500 Km (Except Haridwar)		3.96			

भारत हैवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, Uttarakhand

CENTRAL DESPATCH DIVISION

Phone: 01334-281471, E-mail: navmit@bhel.in

Websites: <https://hwr.bhel.com>; www.bhel.com;

Ref: BHEL/HWR/CDX/ENQ/2324-006

Date: 29/11/2023

TENDER ENQUIRY LETTER

Subject: Tender Document of Rate Contract for All India Road Transportation of Consignments Weighing upto 41 MT Through Mechanical Trucks/Trailers.

1. **Online bids** are invited from reputed, IBA approved, financially sound transport contractors for award of rate contract for the work of transportation as per scope for a period of 18 months. The bids are to be submitted in two parts as under:-

A. Technical Bid - Part-I

B. Price Bid - Part-II

2. Following annexures signed on each & every page as token of acceptance are to be submitted in "Technical Bid - Part-I".

Annexure "1" - Pre-Qualification Requirement

Annexure "A" - Instructions and Guidelines to Bidders.

Annexure "B" - General Terms & Conditions of the Tender.

Annexure "C" - Special Terms & Conditions of the Tender.

Annexure "D" - Performa for submission of freight bills.

Annexure "E" - Notice of Damage / Shortage / Discrepancy to consignment on delivery

Annexure "F" - Price Bids Format - Schedule of Rate (Instead of rate write **QUOTED/NOT QUOTED**)

Annexure "G" - Self Certification Affidavit

Annexure "H" - Integrity Pact

Annexure "I" - Performa for Bank Guarantee Bond.

3. **SCOPE OF WORK:**

This Contract will cover safe Transportation of consignments such as Machinery, Raw Material, Fabricated items, Scrap, Refractory, Sand other than Silica Sand, Spares, Castings, Forgings, Component, Hardware items, Sundries etc. & Gases in cylinders in suitable Trucks, Trailers & Mini Trucks / Van, from Haridwar to anywhere in India and anywhere to anywhere in India including hill areas.

4. **SUBMISSION OF QUOTATION AND OPENING OF TENDER**

A. The bidder shall download the tender documents from BHEL's e-Procurement Portal <https://eprocurebhel.co.in>.

B. Bidders are advised to take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.

C. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

- D. The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
- E. The bidder has to upload the scanned copy of all the mentioned documents, Tender Documents, Supporting Documents etc, on BHEL's e-Procurement Portal during online bid-submission. It shall be sole responsibility of bidder that the uploaded documents remain legible.
- F. Along with technical bid, bidder has to submit "Letter from Bidder to AGM (CDX)".
- G. Techno-Commercial bid, Part-I and Price Bid, Part-II shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 21/12/2023 by 13:45 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.
- H. The "Technical Bid-Part –I" will be opened on the same day i.e. 21/12/2023 at 1400 Hrs in the presence of parties who wish to be present on the occasion.
- I. Integrity pact (duly signed by authorized signatory) as per Annexure-K (Bid is likely to get rejected without submission of Integrity Pact).
5. "Price Bid- Part-II" of only those bidders will be opened at later date, whose documents submitted in "Technical Bid – Part- I" are found in order on scrutiny and evaluation. Date for opening of "Price Bid - Part-II" shall be intimated separately after scrutiny. Bidders are advised to read tender documents carefully before submitting the bid.
6. At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda.
7. Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website / e-Procurement Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender.
8. To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.
9. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
10. A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT.
11. Any request for change of opening date of tender shall not be entertained.
12. **Earnest Money Deposit (EMD):**
- A. An amount of **Rs. 2.00 Lakhs (Rs. Two Lakhs only)** shall be paid by bidders in any of the following forms:
1. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 2. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
 3. (iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL.
 4. Insurance Surety Bonds.
 5. Electronic Fund Transfer credited in BHEL account (before tender opening) at following address:
Name: BHEL HEEP COLLECTION A/C
Account No- 10667995458
IFSC Code –SBIN0000586
Address: Ranipur Haridwar
- B. The quotations received without EMD are likely to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- C. EMD shall be exempted for **MSE's (Micro & Small Enterprise) and Startup firm**, subject to production of supporting documents.
- D. The EMD in respect of unsuccessful bidders shall be refunded normally within fifteen days of award of work.
- E. No interest on EMD amount shall be paid by BHEL.
- F. **Forfeiture of EMD: EMD by the Tenderer may be forfeited as per NIT conditions, if:**
- After opening the Tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

- The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
- The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
- In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

**For & on behalf of BHEL
Addl. General Manager (CDX)**

BHEL/HWR/CDX/ENQ/2324-006

(Letter from Bidder to AGM (CDX) regarding submission of Bid)

**Addl. General Manager (CDX)
Heavy Electrical Equipment Plant
Bharat Heavy Electricals Limited, Ranipur, HARIDWAR - 249403**

Subject: Bid for safe transportation of consignments such as Machinery, Raw Material, Fabricated items, Scrap, Refractory, Sand other than Silica sand, Spares, Castings, Forgings, Component, Hardware items, Sundries etc. & Gases in cylinders in suitable Trucks, Trailers & Mini Trucks/Van as per categories mentioned in tender terms.

Ref: Tender No. BHEL/HWR/CDX/ENQ/2324-006 Dated 29/11/2023

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, Technical bid-Part-I and Price bid-Part-II.

"I/We have read and understood all Terms and conditions of above said Tender Enquiry and are accepted to us. I/We hereby submit my/our documents / undertaking /affidavits / Earnest money as required in your NIT online as "Technical bid - Part-I".

In "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT 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 following categories **(Strike out whichever group / combination of groups, you are not quoting):**

	Category		
Smalls	Cat. A1 = S1, S2, S3, S4	QUOTED	NOT QUOTED
Truck	Cat. A2 = M1, M2, M3, M4	QUOTED	NOT QUOTED
	Cat. A3 = M5, M6, M7, M8		
	Cat. D = M9, M10, M11, M12		
Trailer	Cat. C1 = M13, M14, M15, M16	QUOTED	NOT QUOTED
	Cat. C2 = M17, M18, M19, M20		
	Cat. C3 = M21, M22, M23, M24		
Trailer: For consignments height above 3.5 mtr to 5 mtr	Cat. C1H = M25, M26, M27, M28	QUOTED	NOT QUOTED
	Cat. C2H=M29, M30, M31, M3		
	Cat. C3H= M33, M34, M35, M36		
Trucks at Ports (AR)	A2R= M37, M38,M39	QUOTED	NOT QUOTED
	A3R= M40,M41,M42		
	DR=M43, M44		
Trailer at Ports (CR)	C1R= M45,M46, M47	QUOTED	NOT QUOTED
	C2R= M48, M49, M50		
	C3R= M51,M52,M53		

Our quoted rates are valid for total bill of quantity and /or part thereof also, as given in **Annexure-F** for above mentioned groups. 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 forward herewith a sum of Rs. _____ towards Earnest Money Deposit vide (Details) in favour of "HEEP BHEL, Ranipur, Haridwar", and payable at Ranipur Haridwar. 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 of this tender.

Thanking you,

SIGNATURE OF BIDDER, WITH SEAL

ANNEXURE-1

PRE-QUALIFICATION REQUIREMENTS

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:

1. OWNERSHIP OF THE COMPANY:

The bidder should be an Indian entity in India and should be in existence for last three years. Any of the following document is required to be submitted for the same:

- i. Public Limited Company / Private Limited Company
(Memorandum of Association, Articles of Association and Certificate of Incorporation)
- ii. Partnership Firm (Partnership Deed / Registered Deed)
- iii. Proprietorship (Profession Tax Regn./ Municipal Regn/ PAN)
- iv. Any other Statutory document need to carry out business (please specify, if any)

2. REGISTRATION PARTICULARS (copy of relevant documents to be attached):

- i. Permanent Account No (PAN)
- ii. GST Registration Number (If Available), Bidder need to mention under which mechanism 'Forward Charge Mechanism' or 'Reverse Charge Mechanism' the bidder falls in.
- iii. Registered under MSME Act (Micro/Small/Medium) – **If applicable**

3. FINANCIAL REQUIREMENTS:

- i. Annual Turnover (in Rs. Lakhs) – PFY, PFY-I
- ii. Turnover on account of revenue generated through freight & other transport related activity only. (Minimum Required is the average of last 2 financial years of the bidder should be more than **Rs. 413.00 Lakhs** – PFY & PFY-I)
- iii. Profit / Loss (in Rs. Lacs) – PFY & PFY-I (Profit in at least one year during last two FYs)
- iv. Income Tax Returns (ITRs) (Copy of acknowledgement for filling ITRs to be enclosed) – PFY & PFY-I
- v. Net Worth as on last date of previous financial year (PFY) should be positive.
- vi. Audited copies of Balance Sheets and Profit & Loss accounts or Annual reports for the last two years (PFY & PFY-I)
- vii. **IBA Recommendation:** Vendor should have valid IBA certificate as on date of opening of Part-I (Copy of IBA recommendation)
- viii. **Banker's Solvency Certificate** (for a minimum of 100 Lacs) Certificate should be issued not more than 6 months before the date of enquiry.

Note: PFY stands for financial year ended on 31.03.2022 i.e. FY 2021-22 (PFY may also be considered as the financial year ended on 31.03.2023 i.e. FY 2022-23 if bidder submits annual account/provisional CA certificate for FY 2022-23), PFY-I (previous to PFY).

PRE-QUALIFICATION REQUIREMENTS

4. BRANCH OFFICES REQUIREMENT:

(A) Bidder should have minimum 15 offices across India, including at least one branch in each of the following states: -

Uttar Pradesh, Bihar, Assam, West Bengal, Jharkhand, Orissa, Telangana, Tamil Nadu, Maharashtra, Madhya Pradesh, Rajasthan, Punjab, Chhattisgarh, Andhra Pradesh and Uttarakhand.

List of branches with complete detail e.g. Address, Phone/Mobile number, E-mail address and name of person in charge is to be provided for each Branch Office in the following format for all 15 states mentioned above.

Serial No.	State	Branch Address	Contact person	Phone/Mobile Number	E-Mail Address
1.	Uttar Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx.xx
2.	Bihar	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx.xx

(B) APPLICABLE FOR A1 CATEGORY ONLY:

- a. For A1 Category, **in addition to above** Branch Offices requirements, Bidder should have 25 other branches also in India. For A1 category the bidder must have at least one godown within 15 KM from BHEL Haridwar's Main Gate. Ownership/leasing/hiring agreement along with area/ layout drawing are to be submitted by bidder. Bidder should ensure to deliver incoming goods to BHEL within 2 days of the presentation of LR.
- b. Online Tracking System, through website.

(C) APPLICABLE FOR AR & CR CATEGORIES ONLY:

Bidder should have at least ONE branch / office at any one of the following places in the format provided below:

Kandla / Mumbai / Chennai / Kolkata / Haldia

Serial No.	State	Branch Address	Contact person	Phone/Mobile Number	E-Mail Address
1.	Mumbai/xxxxx	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx.xx

5. OTHER MANDATORY DOCUMENTS TO BE SUBMITTED IN PART-1:-

- a. Duly signed & stamped copy of tender document (all pages) shall be submitted by bidder.
- b. Unpriced price bid (Annexure-F) shall be submitted by bidder.
- c. Proof for evidencing the authority of person signing the quotation.

ANNEXURE-A

TECHNICAL BID (PART-I) - INSTRUCTIONS & GUIDELINES TO BIDDERS

1. TENDER DOCUMENTS

Tender documents shall comprise of Annexure-1, A, B, C, D, E, F, G, H, I shall form part of the contract between transporter & BHEL.

2. SUBMISSION AND OPENING OF TENDER

Refer clause no.4 of "Tender Enquiry Letter" for details about submission and opening of tender.

3. QUOTING OF RATES

Rates should be quoted in figures only on the e-Procurement portal. Quoted rates should be excluding GST.

Bidder can quote for single category (A1, AR, CR) or combination of categories (A2, A3 and D), (C1, C2, C3), (C1H, C2H, C3H), as mentioned below.

Further, to be eligible for any combination the bidder has to quote rates for **all groups** under that particular category, otherwise his offer for that combination will be incomplete and rejected.

Transporter has to quote for all groups coming under that category and to qualify for that category he has to quote for all categories coming under combination of categories as given below.

- (a) Combination of categories (A2, A3 and D).
- (b) Combination of categories (C1, C2 and C3).
- (c) Combination of categories (C1H, C2H and C3H).
- (d) Combination of categories (A2R, A3R, DR)
- (e) Combination of categories (C1R, C2R, C3R)

For example, if bidder is quoting for A2 category then he must quote for all three categories i.e **A2, A3 & D**.

Similarly, if bidder is quoting for C1R then he must quote for all C1R, C2R & C3R.

Note: Details of categories / groups are mentioned in clause 5 of Annexure-A While quoting the rates, bidders are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation (if any) during the operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the contract.

II. Price offer should have a validity of at least **120 days** from the date of technical bid opening date for entering into contract.

III. Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.

IV. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.

V. **BHEL RESERVES THE RIGHT**

i. Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.

ii. To split up any one or more Categories / Groups or tender in totality without assigning any reason thereof.

iii. To reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.

iv. Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.

- v. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- vi. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- vii. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- viii. To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- ix. To approve such number of transporters as may warrant for smooth operational requirement.
- x. To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- xi. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- xii. To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- xiii. In case of discrepancy in quoted rates following will be applicable.
 - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- xiv. Canvassing in any form, in connection with the tender is STRICTLY PROHIBITED and quotation of transporters, who are found involved in canvassing, will be rejected.
- xv. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

4. **EVALUATION OF BIDS:**

- i. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening.

The rates quoted by bidder shall be in Rs. per km per MT basis and excluding GST.

In following group of categories, Transporter needs to quote in each categories, If transporter fails to quote or does not quote in any of these categories his quotation will be rejected for that particular combination of categories.

Transporter has to quote for all groups coming under that category and to qualify for that category he has to quote for all categories coming under combination of categories as given below.

- (a) Combination of categories (A2, A3 and D)
- (b) Combination of categories (C1, C2 and C3)
- (c) Combination of categories (C1H, C2H and C3H)
- (d) Combination of categories (A2R, A3R, DR)

(e) Combination of categories (C1R, C2R, C3R)

- ii. To be eligible for any Category the bidder has to quote rates for all groups under that category.
- iii. Evaluation of L1 bidder for a particular category shall be on the basis of following combinations:

- ✚ Combination No. 1 – Cat. A1 = S1, S2, S3, S4
- ✚ Combination No. 2 – Cat. A2 = M1, M2, M3, M4
- ✚ Combination No. 3 – Cat. A3 = M5, M6, M7, M8
- ✚ Combination No. 4 – Cat. D = M9, M10, M11, M12
- ✚ Combination No. 5 – Cat. C1 = M13, M14, M15, M16
- ✚ Combination No. 6 – Cat. C2 = M17, M18, M19, M20
- ✚ Combination No. 7 – Cat. C3 = M21, M22, M23, M24
- ✚ Combination No. 8 – Cat. C1H = M25, M26, M27, M28
- ✚ Combination No.9- Cat C2H = M29, M30, M31, M32
- ✚ Combination No.10- Cat C3H = M33, M34, M35 & M36
- ✚ Combination No. 11 =AR= (A2R, A3R, DR)
- ✚ Combination No. 12 =CR= (C1R, C2R, C3R)

- iv. The bill of quantity in "MT - KM" Category-wise is mentioned in the Annexure-F of Tender. "Total quoted freight value" of all categories shall be calculated by Sum of Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT – KM) of all distance slabs of particular category, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards. For A1 category, rate for door delivery/ collection quoted by the bidder will be multiplied by the corresponding BoQ (no. of GRs) and this product shall be added to the sum as calculated above and the total of both these values shall form the basis of determining the status.

Example 1:-

Sl.	Group No.	Distances	BoQ (MT-KM)	Bidder 'X'		Bidder 'Y'	
				Quoted Rate, Rs/MT/KM	Value at quoted rates	Quoted Rate, Rs/MT/KM	Value at quoted rates
1	S1	Up to 500 kms	10	1.2	12	1	10
2	S2	501 - 1000 kms	15	1.5	22.5	1.3	19.5
3	S3	1001 - 1500 kms	20	1.8	36	1.9	38
4	S4	Above 1501 kms	25	2	50	2.5	62.5
Total					120.5		130

Bidder 'X' is L1 in above example. Bidder 'Y' is L2.

- "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative (s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding".
- If any two or more bidders are tie at ranking other than L1, then ranking shall be decided by a toss/ draw of lots.

REVERSE AUCTION: "BHEL shall be resorting to Reverse Auction (RA) (latest Guidelines as available on www.bhel.com) for this tender.

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

Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in price bid cover). In

case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017 provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}. In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

(ii) The lowest bidder in price bid cover shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder. If the start price is lower than the lowest price bid cover (in line with clause 8.0 of RA Guidelines), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or price bid cover.

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

(iv) In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discount, the L1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). BHEL's decision in such situations shall be final and binding.

(v) In other cases of same position, i.e. L2, L3 and so on, being occupied by more than one bidder, the percentage of business load attributed to that position as per work distribution criterion will be given to one bidder only who will be the winner of a draw based on lottery system conducted in the presence of tender committee and bidders' representatives. The remaining bidders will again participate in another such draw for the next lower position. This process will continue till the position of the last bidder holding the same position is decided. The position of the bidder holding the lower position next to the above concurrent holders will be shifted to the next available position and so on. In case all SEVEN positions (in original sequence from L1 to Ln), are occupied before all the concurrent holders of a position are allotted a position, the remaining bidders at whichever position (unsuccessful in all draws) will not be considered for allocation of work. BHEL's decision in such situations shall be final and binding.

(vi) If necessary, further negotiation (s) may be held with the Bidder whose rates are found L1 in the particular group.

(vii) The work will be awarded on finalised L1 rates by BHEL only.

a. COUNTER OFFER:

- i. The quoted/negotiated rates of L1 Bidder would then be counter offered to all successful bidders (except highest bidder i.e. H1, in case there are three or more successful bidders). However, if the H1 bidder is MSE transporter, it shall also be considered for counteroffer. In case there are only two successful bidders, BHEL has right to issue counter offer to highest bidder also.

Based on acceptance or rejection from bidders in particular group (or Category), 75% (rounded off to next whole number) of techno-commercially qualified bidders or TEN number of transporters, whichever is less will be selected for each category (in original sequence from L1 to Ln only).

- ii. The transporters, to whom counter offer is given, can accept or reject the counter offer of that particular category in totality. Transporter is not allowed to accept/reject any particular group from any category. Acceptance/Non acceptance of counter offer shall be sought through e-mail.

b. BUSINESS DISTRIBUTION IN RATE CONTRACT:

- i. For each category, 75% (rounded off to next whole number) of techno-commercially qualified bidders or TEN number of transporters, whichever is less, shall be required for Rate Contract.
- ii. However, for Category – D, only **two transporters** shall be required.
- iii. Business distribution shall be based on the weighted % on reverse order of total number of transporters accepting the price.

Bidder Position/Ranking	% Business	
L1	$10 / (1+2+3+...+10)$	18%
L2	$9 / (1+2+3+...+10)$	16%
L3	$8 / (1+2+3+...+10)$	15%
L4	$7 / (1+2+3+...+10)$	13%
L5	$6 / (1+2+3+...+10)$	11%
L6	$5 / (1+2+3+...+10)$	9%
L7	$4 / (1+2+3+...+10)$	7%
L8	$3 / (1+2+3+...+10)$	5%
L9	$2 / (1+2+3+...+10)$	4%
L10	$1 / (1+2+3+...+10)$	2%

Sample Calculation:

Assuming number of approved bidders to be 5	
Bidder Position/Ranking	% Business
L1	$5 / (1+2+3+4+5) = 33\%$
L2	$4 / (1+2+3+4+5) = 27\%$
L3	$3 / (1+2+3+4+5) = 20\%$
L4	$2 / (1+2+3+4+5) = 13\%$
L5	$1 / (1+2+3+4+5) = 7\%$
Total	100%

- In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters. If no bidder (other than L1 bidder) accepts the counter offer, the L1 bidder has to accept and execute the contract.
- Above % of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.
- In case one or more bidders are MSE and their quoted rates are within L1+15% and their total allocated BoQ is less than 25%. In that case their allocated BoQ shall be increased to 25%. Increase in BoQ shall be divided in the ratio of their rate wise rank in original bid. Subsequently the decrease in BoQ of other bidders shall be made accordingly. Out of the 25% for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women. If no SC/ST or women owned MSE bidders qualifies the above criteria, then total 25% shall be given to MSE transporter(s) who is fulfilling above criteria.
- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copy of UDYAM Registration Certificate.
 - Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal. Document should be notarized or attested by a Gazetted officer.
 - The above MSE document must be Notarized or attested by a Gazetted Officer.
 - However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
 - Definitions of MSEs owned by SC/ST is under:
 - In case of proprietorship firm, proprietor must be SC/ST.

- b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- f) Definitions of MSEs owned by Women is under:
 a) In case of proprietorship firm, proprietor must be woman.
 b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 c) In case of private limited companies, at least 51% share must be held by women promoters.
- g) Scheduled Caste (SC) / Scheduled Tribe (ST) Certificates to be from the authorities empowered to issue such certificates.

C. CONTRACT AGREEMENT:

- i. Successful transporters, whose offer is accepted for award of work shall enter into a contract with BHEL.
 ii. The Contract Agreement as per the specified format provided by BHEL shall be signed within fifteen days from the date of award letter/LOI at their own cost on a valid non-judicial stamp paper of ₹100/-.
 iii. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.
- d. For Startup Firms:** DHI circular No. 10(2)/2015-PE.XII dated 29.09.2020 shall be applicable. In subject matter all other circulars issued by Government of India viz. circular no. F20/2/2014-PPD (Pt.) dated 25.07.2017, 27.07.2017, 20.09.2016, 25.07.2016, DPE/7/(4)2007-Fin. Dated 08.11.2016, 1(2)(1)/2016-MA dated 10.03.2016 etc. shall also be applicable. Any other circular issued hereafter on the subject matter by Govt., shall also be applicable.
- e. PREFERENCE TO MAKE IN INDIA:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

5. DETAILS OF CATEGORIES:

Every transporter has to necessarily quote rates for total bill of quantity for groups quoted by them.

5.1 A1 Category (Smalls) – GROUPS S1 to S4

Small Consignments having weight up to 5.5MT, from anywhere to anywhere in India through mechanical trucks.

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	A1 Category Small consignments up to 5.5 MT through Trucks	S1	Up to 500 kms	1.00
2		S2	501 - 1000 kms	1.00
3		S3	1001 - 1500 kms	1.80
4		S4	Above 1501 kms	14.70

Door Delivery and Door Collection Charges for A1 Category:

Sl.	Door Delivery & Door Collection Charges	1	2	3
		Bill of Quantity (No. of GR)	Rate Rs. per GR	Value in Rs. Lacs (Col. 1 x Col. 2)
1	Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	1807		

5.2 A2 Category (Truck) - GROUPS M1 to M4

Consignments having weight up to 7MT, from anywhere (except from Mumbai or from any Port in India) to anywhere in India through mechanical closed body trucks.

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	A2 Category Consignments above 5.5 MT up to 7MT through Trucks	M1	Up to 500 kms	1.00
2		M2	501 - 1000 kms	1.35
3		M3	1001 - 1500 kms	1.20
4		M4	Above 1501 kms	4.65

5.3 A3 Category (Taurus) – GROUPS M5 to M8

Consignments having weight 7MT to 15MT, from anywhere (except from Mumbai or from any Port in India) to anywhere in India through mechanical closed body trucks.

Sl.	Description	Group	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	A3 Category Consignments above 7MT to 15MT through Trucks	M5	Up to 500 kms	2.70
2		M6	501 - 1000 kms	6.00
3		M7	1001 - 1500 kms	3.60
4		M8	Above 1501 kms	15.60

5.4 D Category – GROUPS M9 to M12

Urgent Consignments having weight up to 5MT (Mini Truck Load), from anywhere (except from Mumbai or from any Port in India) to anywhere in India through mechanical trucks.

Sl.	Description	Group	Distances	Bill of Quantity Approx. (In MT x KM
1	D Category (URGENT) Mini Truck Load up to 5 MT	M9	Up to 500 kms	1.00
2		M10	501 - 1000 kms	1.05
3		M11	1001 - 1500 kms	1.50
4		M12	Above 1501 kms	2.85

5.5 TRAILER CATEGORIES (C1, C2 & C3) - GROUPS M13 to M24

From anywhere (except from Mumbai or from any Port in India) to anywhere in India through suitable mechanical trailers.

Sl.	Category	Weight	Group	Distance	Bill of Qty (In MT x KM lacs)
1	C1	Above 15MT - 21MT	M13	Up to 500 km	3.15
2			M14	501-1000 km	8.40
3			M15	1001-1500 km	72.45
4			M16	Above 1500 km	120.90
5	C2	Above 21MT - 27MT	M17	Up to 500 km	2.25
6			M18	501-1000 km	1.05
7			M19	1001-1500 km	15.60
8			M20	Above 1500 km	42.00
9	C3	Above 27MT - 41MT	M21	Up to 500 km	5.10
10			M22	501-1000 km	12.60
11			M23	1001-1500 km	14.70
12			M24	Above 1500 km	71.40

5.6 TRAILER CATEGORY WITH COMSIGNMENTS HEIGHT MORE THAN 3.5 MTRS (C1H, C2H & C3H) - GROUPS M25 to M36

From anywhere to anywhere in India through suitable mechanical trailers (Only for consignments having height above 3.5 meters)

Sl.	Category	Height	Weight	Group	Distance	Bill of Qty (In MT x KM lacs)
1	C1H	Above 3.5 Mtrs	Above 15MT - 21MT	M25	Up to 500 km	1.00
2				M26	501-1000 km	1.00
3				M27	1001-1500 km	1.00
4				M28	Above 1500 km	11.25
5	C2H	Above 3.5 Mtrs	Above 21MT - 27MT	M29	Up to 500 km	1.00
6				M30	501-1000 km	1.00
7				M31	1001-1500 km	1.00
8				M32	Above 1500 km	13.50
9	C3H	Above 3.5 Mtrs	Above 27MT - 41MT	M33	Up to 500 km	1.00
10				M34	501-1000 km	1.00
11				M35	1001-1500 km	1.00
12				M36	Above 1500 km	26.10

5.7 AR & CR - For Transportation of consignments from anywhere in Mumbai or from any port to anywhere in India.

Transportation of consignments through **Truck-AR (Categories - A1R, A2R & DR)** and **Trailer- CR (Categories - C1R, C2R & C3R)** from anywhere in Mumbai or from any port to anywhere in India shall be covered in group AR & CR.

The word "MUMBAI" means all places under Mumbai Metropolitan Region (MMR) i.e. Greater Mumbai, Navi Mumbai, Thane, Kalyan- Dombivali, Vasai- Virar, Mira- Bhayandar, Bhiwandi- Nizampur & Ulhasnagar.

Port means Kandla, Mundra, Nahva Sheva, Mumbai, Kolkata, Haldia, Paradip, Chennai or any other sea ports of India.

Detail of these groups are mentioned in table below.

No.	Group No.	Description	Distances Slabs	Bill of Quantity Approx. (In MT-KM Lacs)
1	AR	A2R Category Consignments up to 7MT through Trucks	From anywhere in Mumbai/any Port to Haridwar	2.55
			From anywhere in Mumbai/any Port up to 500 Km	1.00
			From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	1.65
		A3R Category Consignments 7Mt to 15MT through Trucks	From anywhere in Mumbai/any Port to Haridwar	4.20
			From anywhere in Mumbai/any Port up to 500 Km	1.00
			From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	1.05
	DR Category (URGENT) Mini Truck Load up to 5 MT	From anywhere in Mumbai/any Port up to 500 Km	1.00	
		From anywhere in Mumbai/any Port Above 500 Km	1.00	
	2	C1R category Above 15MT – 21MT	From anywhere in Mumbai/any Port to Haridwar	10.80
From anywhere in Mumbai/any Port up to 500 Km			1.05	
From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)			12.00	
3	CR	C2R category Above 21MT – 27MT	From anywhere in Mumbai/any Port to Haridwar	1.20
			From anywhere in Mumbai/any Port up to 500 Km	1.00
			From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	2.40
4	C3R category Above 27MT – 41MT	From anywhere in Mumbai/any Port to Haridwar	4.50	
		From anywhere in Mumbai/any Port up to 500 Km	1.00	
		From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	10.35	

6. SECURITY DEPOSIT CLAUSE:

- i. The successful Bidder shall deposit required amount as security deposit within fifteen days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
- ii. The total amount of Security Deposit will be 5% of the contract value.
- iii. Security Deposit may be furnished in any one of the following forms:
 - Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
 - 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)
 - 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)
 - Insurance Surety Bonds

- EMD of the successful bidder can be converted and adjusted against the security deposit. (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).
- iv. **Security Deposit shall be valid for the entire period of contract + further validity of six months + additional Claim Period of minimum six months** (for submission & processing of freight bills and also to ascertain any loss/damage and consequent recoveries, if any) e.g. if the tender is expiring on 31.07.2023, security deposit shall remain valid till 31.01.2024 and claim period shall remain valid at least till 31.07.2024.
- v. SD shall be refunded only after settlement of all dues/recoveries and expiry of contract validity.
- vi. The security deposit shall not carry any interest.
- vii. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- viii. In case of delay in submission of performance security, enhanced performance security which include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

Security Deposit (SD) furnished by the bidder shall be forfeited / adjusted, if:

- ix. The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- x. In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- xi. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- xii. BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

7. DESPATCHES BETWEEN SISTER CONCERNS OF BHEL:

In case of dispatches between two units / offices of BHEL, for freight "To Pay" cases, the rate as agreed to by the consignee unit / offices with transporter shall only be paid by the consignee unit / offices. Dispatches to our sister unit / offices shall be made only through those transporters who are approved by the consignee unit /office.

8. CONTRACT WITH SISTER CONCERN:

- i. This contract in full can also be used for transportation of all types of material from various stations in India to any unit of BHEL (other than BHEL Haridwar) and vice versa.
- ii. If so, the approved transporters will be required to enter into a separate agreement, submission of security deposit and processing of freight bills with that sister concern of BHEL Haridwar. Also, all issues related to their bookings / placement of vehicles / freight billing / risk purchases etc. will be dealt at those sister concerns only.

ANNEXURE-B

GENERAL TERMS AND CONDITIONS

1. INFORMATION SYSTEM

- i. The Transporter shall give a periodic statement at least once in two months to concern Incharge of Stores-Shipping /Traffic /CFFP-MM/PPX-MM (IMP)/BOI/ROD Mumbai of BHEL 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, it shall be obligatory on the part of the transporter to depute a Branch Manager at Ranipur who should keep day-to-day liaison with the Stores-Shipping / Traffic / CFFP-MM/ PPX-MM (IMP)/BOI/ROD Executives of BHEL.
- ii. Similarly, such liaison shall be maintained by the transporter's managers with leading suppliers of BHEL and the Regional Manager of the Regional Operation Division Offices of Bharat Heavy Electricals Ltd.
- iii. Transporter shall give a periodic statement once in a month to Incharge (Stores- Shipping/Traffic/CFFP-MM/PPX-MM(IMP)/BOI/ROD Mumbai) 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.
- iv. Transporter shall give a half yearly statement at the end of September and March of every financial year to BHEL regarding pending payments due to him from BHEL.
- v. For sorting out operational and other problems between BHEL & transporter the transporter's representative will be in contact with BHEL Executive.

2. BOOKING OF CONSIGNMENTS

- i. 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.
- ii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.
- iv. All dispatches to BHEL Haridwar, must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. 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 smalls only. 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 under loads. However, door delivery / collection charges shall be paid wherever applicable for smalls as per terms. In case of smalls booked by suppliers/sites, the consignments shall be booked at carrier's godown and no collection charges will be applicable for such booking".
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Vehicles bringing materials for repair from sites to BHEL HEEP Hardwar shall be entered into plant after obtaining necessary permission from CDX Executives only.
- vii. Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.
- viii. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- ix. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter.

However, state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.

- x. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- xi. 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, light, pilots / escort etc. shall be the responsibility of the transporter.
- xii. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. 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. Following information should be clearly indicated on G.R.
 - (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
 - (ii) Weight & No of the packing cases OR liquid quantity in KL
 - (iii) Registration No of the vehicle
 - (iv) Name & address of the consignor with specific destination
 - (iv) Reference to RDA issued by ROD, Mumbai Office (for dispatches from anywhere in Mumbai or from any port of India)

Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.
- xiii. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites. Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- xiv. All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours 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.
- xv. Transporter shall not auction any material belonging to BHEL where customer / supplier has defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.
- xvi. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation already in force or that may hereafter be brought into force, governing the relationship between the employer and the employee. The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this contract.
- xvii. The Transporter shall be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

3. LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS:

- i. The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER / VENDOR / SUB-CONTRACTOR (as the case may be) shall arrange insurance of the consignment. But, that will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods to destination and of his liability either direct or consequential thereof including legal complications, if any.
- ii. The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.
- iii. The weight, measurement and description of Goods/Materials mentioned in the Challans / Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).
- iv. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- v. In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- vi. Further, in case of accident the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:
 1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7.FIR Copy, 8. Any other documents as required by Insurance Agency.
- vii. Freight charges for consignments acknowledged on delivery under damage / shortage / discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer.
- viii. In case, where the damage / loss due to willful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- ix. In cases of damaged or open delivery or shortages, freight amount of the consignment shall be payable only after assessment / adjustment of loss from freight.
- x. However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- xi. In case transporter fails to pay the recoverable amount, necessary action in the Court of law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- xii. Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- xiii. However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- xiv. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- xv. If damaged consignment is received, transporter shall have to furnish/submit following documents for raising & subsequent admittance of insurance claim :
 - a) Permanent registration(R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).

b) Valid driving licence of driver for relevant category (for ensuring that authorised person was only driving the vehicle).

c) Damage/shortage certificate certifying that material has been damaged/shortage in transit.

In case transporter fails to furnish the above documents & insurance claim is rejected due to same, the loss to BHEL shall be recovered from transporter.

4. **VARIATION IN WEIGHMENT OF SCRAP**

In case of scrap, variation in weight up to (\pm) 50 Kg in one full load truck from booking station to weight recorded at BHEL Haridwar's weighbridge, shall not be considered for deduction / payment of cost of scrap. If variation is more than 50 Kg the deduction of cost shall be done as mentioned at Clause "LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS" above.

5. **FREIGHT PAYMENTS**

- i. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration Number(s) and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure-D. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. However, endorsement of vehicle No in A1 category on GR both for incoming and outgoing will not be insisted.
- ii. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor's copy) forms in following manner:-

Acknowledgement / Receipt of Consignment	
Received	case(s) crate(s) loose bundle(s) on (Date).....through [*]
Truck / Trailer. Regn. No	sent vide Consignment Note/LR No..... Dated
in [*] Proper / Damaged condition.	
Handed over documents in original [*]	
(i) Duplicate for Transporter copy of invoice	
(ii) Packing List / Other Document(s) (to be specifically mentioned)	
Remarks, if any:	
Date	Authorised Signatory of the Consignee with Name & Seal

iii. **Mode of payment of freight will be either on:**

- i. "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, or
- ii. "To be billed/Prepaid" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.
- iii. All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar through CSX/ CDX.
- iv. For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid category, payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.
- v. All freight payment will be made through e- payment after deduction of TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- vi. Payment of clear and admissible freight bills shall normally be made within the period as given in below table from the date of presentation of the bills duly supported by properly acknowledged GR. 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 Performa attached at **Annexure-D** along with following documents:
 - a) Original freight bill (4 copies)
 - b) Original acknowledged GR with 2 photocopies.

- c) Loading plan, Gate pass, Requisition (2 copies each)
d) Approval for transshipment if transshipment/puller change is done enroute
e) Approval for diversion if the consignment is diverted from original destination

Type of bidders	Payment (No. of Days)
Micro & small enterprises (MSME)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

- vii. Transporter will furnish money receipt for the freight payment wherever required by BHEL within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further bills. Security deposit of a transporter will not be released unless money receipts (wherever required by BHEL) against all the freight payments made to him has been received.
- viii. All Freight Bills along with required documents must be submitted within 6 months of GR date or 3 months of delivery date whichever is earlier, beyond which BHEL reserves the right to accept/ reject bills on case to case basis.
- ix. The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account.
The bidder to provide status under Goods and Service Tax (GST), registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.
The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.
As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, **Goods Transport Agency is having option to opt either 5% GST rate without input tax credit to GTA, which shall be paid by Service Recipient under Reverse Charge Mechanism (RCM) or 12% GST rate with input tax credit to GTA payable under forward charge by GTA.** The bidder shall clearly provide option opted and same shall be valid for the said financial year.
E-Invoicing under GST is being implementing w.e.f. 01.08.2023 for all the taxable persons (suppliers/vendors etc.) having turnover more than **Rs. 5 Cr.** It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.
In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2022.
CBIC has issued Notification No. 17/2022 & 10/2023-Central Tax | Dated: 10th May 2023, for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding **₹5 crores** in any of the FY from 2017-18 and onwards. Accordingly, in terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."

In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall

be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2022.

x. **PAYMENT FOR UNUTILISED VEHICLE**

If any vehicle is placed after giving requisition and vehicle is not utilized due to any reason not attributable to transporter, then payment of freight charges shall be made to transporter for minimum 200 km for trailer category and minimum 100 Kms for Truck category at the rate applicable for such category and distance slab. Approval from GM (Commercial/ Spares or concerned deptt) shall be required for returning the unutilized vehicle. In such case no detention charge upto 3 days will be paid (Including date of entry & exit and excluding Sunday & holiday).

6. **PROHIBITION OF SUB-LETTING**

Transporter is not allowed to pass the responsibilities connected with the transportation to another agencies / transporters. Under no circumstances, after entering into Contract, the bidder 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 bidder. Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and forfeiture of security deposit.

7. **TENURE, EXTENSION & TERMINATION OF CONTRACT**

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of **18 Months (1.5 years)** from the effective date of first award of letter/LOI issued against contract. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- ii. **EXTENTION:** Bharat Heavy Electricals Limited reserves the right to **extend the period** of the contract for further period of **3 months** on the same rates, terms and conditions before expiry of this contract. However, one or more extensions of the contract may be done with mutual agreement between BHEL, Haridwar and the approved transporters, subject to a total extension period of **09 months**. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- iii. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load will be given to him.
- iv. BHEL 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 categories.
- v. BHEL reserves the right either to short close or terminate 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 in person under acknowledgement.
- vi. If transporter fails or neglects or refuses to observe / perform any of the terms and conditions / obligation under the contract, BHEL may without prejudice to any other rights terminate the contract by giving one month notice in writing and recover damages suffered by it from the transporter if any on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including 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.
- vii. The transporter must ensure that they are IBA approved transporters throughout the contract period. If at any point of time during contract period, it is found that valid IBA certificate is not available, the transporter will not be allocated any load till they submit the valid IBA certificate. During this period, if alternate arrangement need to be made by the way of risk purchase, the extra cost incurred through risk purchase shall be recovered from defaulter transporter.
- viii. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any

court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

8. **PENALTY FOR LATE PLACEMENT OF VEHICLES / REFUSAL FOR PLACEMENT:**

- i. Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/Site Office in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Transporter within stipulated period.
- ii. Free time for placement of vehicles shall be as per table below. For delay in placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles as furnished below:

Sl.	Vehicle Type	Free time for placement (working days)	Penalty (In Rs)
A. At Haridwar			
1	For Smalls (A1)	7	100/- per GR per day
2	For Trucks (A2 & A3)	1	1500/- per day per truck
3	For Trailers	2	2500/- per day per trailer
4	For Urgent Category - D	Within same day or max. 24 hours.	2500/- per day per truck
B. At other stations			
1	For Smalls (A1)	10	100/- per GR per day
2	For Trucks (A2 & A3)	5	1500/- per day per truck
3	For Trailers	5	2500/- per day per trailer
4	For Urgent Category - D	Within same day or max. 24 hours.	2500/- per day per truck
C. At anywhere in Mumbai / Any Port			
1	For Smalls (A1)	7	100/- per GR per day
2	For Trucks (A2 & A3)	2	1500/- per day per truck
3	For Trailers	2	2500/- per day per trailer
4	For Urgent Category - D	Within same day or max. 24 hours.	2500/- per day per truck

For example: If a truck (under category A2 or A3) is required to be placed on 10th of October (as per requisition) however, transporter places the truck on 12th of October. In this case, delay in placement of 01 day shall be considered.

- iii. However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight.
- iv. In case BHEL demands placement of vehicles even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- v. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- vi. No late placement penalty to be levied on Sundays/ Holidays (BHEL Haridwar). If maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.

NON-PLACEMENT / REFUSAL

- vii. If any transporter after allotment of a work of transportation, refuses to book the consignment or does not respond within the time or responds negatively, a penalty amount equivalent to 10% of freight (Basic freight + variation in fuel + ODC charges, if any) shall be levied on defaulter transporter. However, in case of D Category, a penalty amount equivalent to 30% of freight (Basic freight including variation in fuel) shall be levied on defaulter transporter (i.e. original allottee).

BHEL may allot specific work to any other approved transporter through alternate arrangement by following process:

(A) **By Incentive Scheme:**

- a) BHEL will inform (eg through email) to all other active/ approved transporters in that category simultaneously.
- b) Based on reply received from these transporters within specified time, the work shall be allotted to the transporter having maximum deviation from awarded load percentage. If two or more transporters have

same % of deviation, then allotment of work will be decided through draw of lots in presence of their authorized representatives.

- c) Penalty of 10% of freight (Basic freight including variation in fuel + ODC charges, if any) or 30% in case of D Category, additional expenditure (including consequential cost, if any) will be recovered from original/defaulting allottee only.
- d) Half of penalty amount i.e. 5% or 15% (as applicable), levied on defaulter shall be paid to the transporter completing that work as an incentive.

In case no Transporter responds in booking through Incentive scheme, further process will be as follows:

(B) By Calling quotations:

- a) BHEL will seek special quotations (eg through email) from all active/ approved Transporters (except defaulter transporter) of the contract irrespective of category.
- b) Based on reply/ quotations received from other transporters within specified time, the work shall be allotted to the transporter having lowest rates among all received quotation. If two or more transporters quote same, then allotment of work will be decided through draw of lots in presence of their authorized representatives.
- c) Penalty of 10% of freight (Basic freight including variation in fuel + ODC charges, if any) or 30% in case of D Category, additional expenditure (including consequential cost, if any) will be recovered from original/defaulting allottee only.

In case original allottee does not place vehicle and vehicle is placed through alternate arrangement then, the BoQ for that special case work will be deducted from the allocated BoQ of the original allottee in the system, and BoQ of the Transporter who accept the special case work will be unchanged.

The additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Carriers/transporters. The decision of BHEL with regard to arriving at the cost of recovery from the Carriers shall be final and binding on the Carriers.

In case vehicle is not being placed through above arrangements, BHEL reserves the right to go for Risk Purchase Clause. In any circumstances, including situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause.

- viii. In the event of 4 such instances consecutively or 8 such instances in totality, Security Deposit of defaulting transporter may be forfeited and contract may be cancelled.
- ix. In the event of refusal or failure of transporter to book the consignments offered to them, in addition to above penalty, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, on Risk and Cost to defaulting transporter under 'Risk Purchase' clause.
- x. Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

9. INCENTIVE FOR EARLY DELIVERY:

In cases where urgent delivery is requested by BHEL and transporter arranges delivery earlier than the normal stipulated time, the incentives shall become payable to the transporter @ Rs. 1,500/- per day for days below 80% of total allowed delivery time. The urgency, shall be certified and approved by concerned GM/ Product Manager and intimated to the transporter at the time of booking.

10. ARBITRATION:

- i. If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the bidders/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996 or its amendment or reenactment. The award of the arbitrator shall be final and binding on both parties.
- ii. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- iii. The place of Arbitration will be Haridwar.

11. JURISDICTION

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

12. INDEMNITY

- i. 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.
- ii. Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites/ports.
- iii. The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable. Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen / servants or agents.
- iv. The transporters, approved and operating under this rate contract, shall further indemnify BHEL against:
 - i. Observance of Labour & Industrial Laws.
 - ii. All claims by way of compensation and all other types of unforeseen claims which may arise in the course of contract.
 - iii. Documentary compliance relating to freight billing.
 - iv. Indemnity shall cover the entire transit right after loading to the unloading at destination.

13. Conflict of Interest:

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

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

14. **Breach of Contract:** In case of breach of contract, 10% of contract value shall be recovered from Transporter and other penalties/ actions as mentioned in Terms & Conditions may be taken against Transporter. This recovery shall be made through encashing submitted Performance Bank Guarantee and from other financial remedies (i.e. available bills of the Transporter, retention amount, etc. with BHEL) or legal remedies will be pursued.

15. **BANNED FIRMS:** The offers of the bidders who are on the debarred list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. "The offers of the bidders who are under suspension

as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

15.1 Integrity commitment, performance of the contract and punitive action thereof:

15.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

15.2 Commitment by Bidder/ Supplier/ Contractor:

15.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

15.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

15.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

- 16.** All restrictions/ provisions under **Rule no.144 (xi)** of the **General Finance Rule (GFR)** i.e. procurement from bidders representing countries sharing land borders with India, Public Procurement shall be applicable as per order no. F.No..7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (DoE) (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>).
- (a)** Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. The requirement of registration has been applicable since 23.07.2020. Competent Authority for registration is specified in Annexure-I of DoE Order. (ref Clause 2 of DoE Order)
- (b)** The definition of bidder (or entity) from a country which shares a land border with India is mentioned at clause 12 of DoE Order.
- (c)** Beneficial owner for the purposes of para 12 (d) is mentioned at clause 13 of DoE Order .
- (d)** The definition of 'Agent' for the purposes of para 12 (e) is mentioned at Clause 14 of the DoE Order. However, a bidder who only procures raw materials, components etc. from an entity from a country which shares land border with India and then manufactures or converts them into other goods, will not be treated as an Agent. (ref Note (ii) of clause 14 (Definition of Agent))
- (e)** As per clause 17 of DoE Order i.e. Sub-contracting in Works contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. As per Note mentioned in the DoE Order, procurement of raw material, components, etc. does not constitute sub-contracting.

ANNEXURE- C

TECHNICAL BID – PART-I : SPECIAL TERMS AND CONDITIONS

1. DIMENSIONAL DEFINITIONS OF CATEGORY-A1, A2 & A3:-

1.1 **CATEGORY A1:** A1 (treated as 'Smalls') covers following consignments:

Weight up to : 5.5 MT
 Dimension up to : 4.88m (L) x 2.05m (W) x 2.05m (H)
 The payment of freight will be computed at the rates applicable for A1 category.

1.2 **CATEGORY A2:** A2 covers following consignments:

Weight up to : 7 MT
 Dimension up to : 4.88m (L) x 2.05m (W) x 2.05m (H)

(a) Capacity of truck under A2 will be 7 MT. Freight payment will be made for 7 MT.

(b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 5.5MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).

(c) In case the gross weight of consignment(s) is more than 7 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.

(d) T/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full truck load irrespective of actual or volumetric weight.

1.3 **ODC CHARGES (COMMON FOR A1 AND A2):**

(a) Packages having height from **2.05m to 2.50m** will also be covered under category A1 & A2 as ODCs.

(b) On account of height ODC, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.

(c) Dimensions of all the consignments transported will be recorded invariably on the GR at loading point.

1.4 **CATEGORY A3:** A3 covers following consignments:

Weight up to : 15 MT
 Dimension up to : 6.70m (L) x 2.05m (W) x 2.05m (H)

(a) Payment will be made for 15 MT.

(b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 11MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).

(c) In case the gross weight of consignment(s) is more than 15 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.

(d) T/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full truck load irrespective of actual or volumetric weight.

ODC CHARGES (A3):

(a) Packages having height from **2.05m to 2.50m** will also be covered under category A3 as ODCs.

(b) On account of ODCs, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.

(c) Dimensions of all the consignments transported will be recorded invariably on the GR at loading point.

2. **DIMENSIONAL DEFINITIONS OF TRAILER CATEGORIES:**

The definition of "Trailer" for the purpose of contract will be articulated vehicle i.e. Trailer with haulage equipment / prime mover. The trucks like Turbo, Taurus Tusker, LP Leyland or normal truck will not fall under the category of Trailer.

For trailer load consignments (**C1, C2 & C3 categories**) having following dimensions shall be considered:

Length (L) : Above 6.70m and up to 17.50m
Width (W) : Above 2.05m and up to 6.00m
Height (H) : Above 2.50m and up to 3.50m

T/G Bars & H/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full trailer load irrespective of actual or volumetric weight.

For weight consideration following will be applicable.

CATEGORY C1:

Qualification of packages for C1 category-

- (a) Single package having gross weight above 15MT and up to 21MT or having any dimension qualifying for trailer category.
- (b) Multiple packages having total gross weight or total volumetric weight above 15MT and up to 21MT. At least one package either by weight or any one dimension qualifying C1 category should be present.
- (c) As a special case, consignment(s) not qualified for trailer (C1) category either by size or by weight may also be booked / dispatched through trailer, with approval of competent authority of BHEL.

Payment for C1-

- (a) Payment will be made for 21 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 17MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).
- (c) In case the gross weight of consignment(s) is more than 21 MT and up to 41MT, payment will be made on actual weight. Only if Loading Capacity of Vehicle is equal to or higher than actual weight.

CATEGORY C2:

Qualification of packages for C2 category-

- (a) Single package having gross weight above 21MT and up to 27MT.
- (b) Multiple packages having total gross weight above 21MT and up to 27MT. At least one C2 category package (by weight) should be present.

Payment for C2-

- (a) Payment will be made for 27 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) In case the gross weight of consignment(s) is more than 27 MT and up to 41MT, payment will be made on actual weight. Only if Loading Capacity of Vehicle is equal to or higher than actual weight.

CATEGORY C3:

Qualification of packages for C3 category-

- (a) Single package having gross weight above 27MT and up to 41MT.
- (b) Multiple packages having total gross weight above 27MT and up to 41MT. At least one C3 category package (more than 27MT of weight) should be present.

Payment for C3-

- (a) Payment will be made for 35 MT (for consignment weighing up from 27MT to 35 MT) or the Loading Capacity of Vehicle, whichever is lower
- (b) If the weight of the consignments is more than 35 MT, Payment will be made for actual weight of the consignments or the Loading Capacity of Vehicle, whichever is lower.
- (c) Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.

3. SPECIAL PROVISION FOR AR and CR:

In case cargo is stuffed in CONTAINER and the same is loaded on trailer, the freight for onward journey shall be made for FULL TRAILER LOAD irrespective of gross weight of container (including weight of cargo). In such case, the trailer shall be booked for return journey from Port to Haridwar/Anywhere in India and back to concerned port for depositing the empty container at Port. The freight for return journey shall be paid corresponding to rates applicable for respective trailer on Full Trailer Load basis. Receipt of concerned Shipping Line to be attached along with freight bill as a proof of having returned the container at the Port/yard of Shipping Line of concerned port.

4. TRAILER CATEGORY WITH COMSIGNMENTS HEIGHT MORE THAN 3.5 MTRS (C1H, C2H & C3H) - GROUPS M25 to M36

4.1 Transportation of all consignments having height above **3.5 mtrs and up to 5 mtrs** will be covered under this category. The scope of these groups shall cover transportation from anywhere to anywhere in India. Extra charges on account of ODC for length and width only shall be payable.

4.2 Qualification of packages-

(a) Single package having height above 3.5 mtrs & up to 5 mtrs

(b) In case of Multiple packages at least one single piece consignment should have height above 3.5 mtrs & up to 5 mtrs.

4.3 Payment-

There are three subcategories in this Category. Payment will be made for payable weight of category (i.e. 21 MT (for C1H), 27MT (for C2H), 35MT for consignment weighing up to 35MT, for actual weight of consignments above 35MT (for C3H)) or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.

5. PAYMENT OF ODC CHARGES IN MECHANICAL TRAILER CATEGORIES:-

For C1, C2 & C3 trailers Consignment falling under trailer category, with length above 1220 cms and upto 1750 cms or width above 260 cms and upto 550 cms or height above 250 cms and upto 350 cms will be treated as extra-large consignments.

Extra payment on account of over-dimensional charges will be made for all dimensions of the consignment as applicable. Percentage of ODC payment shall be made as per the dimension slabs mentioned below:

1	For increase in length above 12.20 mtr and up to 13.5 mtr	Extra % on basic freight of full trailer	5%
2	For increase in length of every 0.50 mtr or part thereof above 13.5 mtrs.	Extra % on basic freight of full trailer	5% over & above compensation mentioned in sl. no. 1
3	For increase in width above 2.60 mtr and up to 3.00 mtr	Extra % on basic freight of full trailer	4%
4	For increase in width above 3.00 mtr and up to 3.50 mtr	Extra % on basic freight of full trailer	4% over & above compensation mentioned in sl. no. 3
5	For increase in width of every 0.25 mtr or part thereof above 3.50 mtr and up to 4.50 mtr	Extra % on basic freight of full trailer	4% over & above compensation mentioned in sl. no. 3 & 4
6	For increase in width of every 0.25 mtr or part thereof above 4.50 mtr and up to 6.00 mtr	Extra % on basic freight of full trailer	5% over & above compensation mentioned in sl. no. 3, 4 & 5
7	For increase in height above 2.5 mtr and upto 3.0 mtr	Extra % on basic freight of full trailer	5%
8	For increase in height of every 0.25 mtr or part there of above 3.0 mtr & up to 3.5 mtr	Extra % on basic freight of full trailer	5% over & above compensation mentioned in sl. no. 7

Note: If any consignment is fulfilling the criteria of ODC for more than one dimension in length, width or height, ODC shall be given for all criteria fulfilling dimensions. For example, if any trailer fulfils criteria of ODC in length and width then ODC shall be given for both.

One trailer shall get ODC for only the 'maximum dimension' loaded on that. For example, if two packages having width 3mtr and 3.2 mtrs are loaded on same trailer then ODC shall be given for 3.2 mtrs only.

Note: - Basic Freight= Rate (in Rs./KM/MT) x Distance (in Kms) x Weight (in MT)

Diesel variation will be chargeable on the basic freight

ODC charges will be applicable on Basic freight and diesel variation

Gross freight = Basic freight + Diesel variation + ODC charges

5.1 **FOR TRAILER CATEGORY, WITH CONSIGNMENTS HEIGHT MORE THAN 3.5 MTRS () - GROUPS M25 to M36**

Extra payment on account of ODC for length and width shall be as mentioned above, No extra payment on account of height shall be paid in **C1H, C2H & C3H** group.

Note: The above mentioned ODC compensation charges will be applicable for basic freight (including diesel escalation/de-escalation charges) of full trailer.

6. **CATEGORY-D (MINI TRUCKS / VANS LOADS):-**

This category of consignments is for prompt delivery within the stipulated short period. Consignments weighing up to 5000 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 5.0 Tonnes. In case the gross weight of consignments is more than 5 MT the payment will be made for actual weight if vehicle is of higher capacity and payment will be made within loading capacity of the vehicle. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. Transportation of consignments by mini truck is to be resorted to only in case of urgency with prior approval of BHEL.

Transporter has to submit permanent vehicle registration certificate (RC) issued by RTO with all incoming consignments. Temporary registration certificate shall not be considered & freight bill will not be passed based on temporary RC.

7. **Important Note:**

- 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 and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.
- Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
- In order to make optimum use of loading capacity of vehicles 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.

8. **RUNNING TIME AND PENALTY ON LATE DELIVERY:**

8.1 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:

Sl.	Category Description	Average Running Time
1.	Mini Truck/Full truck loads	390 Kms/day
2.	Trailer consignments upto 41MT	245 Kms/day
3.	ODC consignments having length above 14 Mtr. and upto 15.5 Mtr. or width above 3.5 Mtr and upto	200 Kms/day

	4.5 Mtr. or height above 3 Mtr and upto 3.5 Mtr.	
4.	Any ODC consignment having length & height beyond the dimension mentioned in point (3) or width above 4.5 Mtr and up to 5.25 Mtr.	130 Kms/day
5.	Any ODC consignment having width beyond the dimension mentioned in point (4)	120 Kms/day
6.	Trailer with empty container (only for CR Category)	390 Kms/day

- (a) If the consignments are not delivered within the normal transit time as above plus 2 days of 'grace time', excluding the **Date of Exit** (i.e. Gate Pass date) and **Vehicle Reaching Date** (at destination), penalty at the rate of 2/7% of gross freight per day in case of full truck / trailer will be levied on the transporter subject to maximum of 30% of the gross freight. However, If Consignment was booked against consignee copy(CC) the transporter should inform CDX through email regarding the reach of material/consignment at nearest Godown with supporting report of GPS/Tracking with email as a proof. The transit time between reach date at nearest Godown and receiving of CC by transporter will not be consider for calculation of transit time and hence calculation of LD.
- (b) Where under loads are booked as full load (except in the category of A1), a higher penalty @ 0.5% per day of the gross freight will be imposed subject to a maximum of 40% of gross freight. Additional time is permitted in circumstances of clause 21 of Annexure-C.
- (c) **In case of Category – D, no grace period shall be applicable and if the consignments are not delivered within time, penalty at the rate of Rs. 2000 per day will be levied on the transporter subject to a maximum of 50% of the gross freight.**

8.2 **In normal cases the time allowed for delivery of smalls consignments (i.e. for A1 category) will be as under** (The day of loading and the day of delivery shall not be considered as part of transit time):-

- | | | |
|----------------------|---|---------|
| (a) Upto 500 Kms | - | 7 days |
| (b) 501 to 1000 Kms | - | 12 days |
| (c) 1001 to 1500 Kms | - | 15 days |
| (d) 1501 to 2500 Kms | - | 20 days |
| (e) Beyond 2500 Kms | - | 25 days |

Penalty @ 2/7% of the freight per day, subject to maximum of 40% of the gross freight will be imposed if the consignment is not delivered within stipulated time on presentation of GR by BHEL.

Note: For the calculation of late delivery, gross freight shall be considered. Gross freight is the sum of Basic freight, diesel escalation/de-escalation and ODC charges.

8.3 If due date of delivery falls on Sunday or holiday, the consignment shall be delivered on next working day & no penalty shall be levied to extent of the Sunday / Holiday. However, if the penalty works out to be less than Rs.10/- then the same shall not be charged.

8.4 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 transporter.

9. **FORCE MAJEURE:** The following shall amount to force majeure conditions:

- 9.1 Acts of God, Acts of any Government, war, blockades, sabotage, riots, civil commotions, insurrection, terrorist acts, acts of public enemy, floods, storms, high tides/ gusty winds, washouts, fire, explosions, landslides, lightning, cyclones, earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.
- 9.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.

- 9.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 9.4 Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

10. DISTANCE:

10.1 **Minimum chargeable distance allowed will be 200 Kms for all categories.**

10.2 Station to station distances are calculated and approved by the Distance Committee of BHEL and is given at BHEL Website <https://hwr.bhel.com/bhelweb/Home.jsp>

These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion of new destinations.

11. 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.
- Transporter will permit installation of Vehicle Tracking System (VTS)/Global Positioning System (GPS), on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL.
- Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.

12. MINIMUM CHARGEABLE WEIGHT

Minimum chargeable weight allowed will be 60 Kgs for A1 Category.

13. 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 80 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge is 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/cm³ which is universally acceptable) or weight verified on the basis of design weight as applicable. The weight also appears on SRVs.
- For dispatches from anywhere in Mumbai & from any ports in India, the weight & dimensions of the consignment shall be mentioned on Road Dispatch Advice (RDA) by ROD, Mumbai office. The weight & dimensions on RDA shall be based on Vendor's packing list/BL/AWB. If the difference between total weight of cargo, as mentioned on RDA and as that on "Weighment Slip" (of Weighing Bridge installed in Haridwar Plant), varies more than 5%, payment shall be made for higher weight limiting to the category of vehicle/carrying capacity of the vehicle as per RC. In case of BOI items, dispatched to various sites, gross weight of consignments, as mentioned on RDA, shall be taken for the purpose of freight payment. In case some correction is required to be done on the RDA after its issue by ROD, Mumbai or upon receipt of material in Plant, the same will be verified by the concerned executive of ROD / Haridwar. For consignments, which qualify to be transported in a smaller category vehicle, but instead, a higher category vehicle is provided/ used by transporter on his own choice, the payment shall be made as that for smaller category vehicle only, justifying the weight / dimensions of the consignments transported.

- For dispatches from BHEL Haridwar, 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 by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL. In case of HEEP's weigh-bridge, CSX's executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.
- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

14. DELIVERY & ACKNOWLEDGEMENT

- It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per Terms & conditions. 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.
- The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL and no other miscellaneous charges will be paid against such consignments.
- In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.
- The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- 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 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, 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 Delhi and in case it exceeds, then Rs.250/- per point extra will be paid over and above the basic freight.
- In case of freight "To Pay" consignments (including those dispatched from BHEL Haridwar) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

15. DEMURRAGE

No material belonging to BHEL will be auctioned by transporters where customer has defaulted in taking delivery. The transporter shall store safely all such consignments. The transporter will inform BHEL under Registered Post and ask for instruction in the matter. These cases should be followed up personally by the Local Branch Manager of the transporter. The matter should also be followed up with the consignee by the transporter. "No demurrage, wharfage, ground rent, godown rent is payable to the transporter under any circumstances for any consignment of BHEL / Supplier anywhere in India. This is applicable for all transporters under BHEL rate contract irrespective of whether one has entered in to contract for one group or more. If transporter's godown or site offices demand demurrage charges from sites / consignee the same will be charge back to the transporters with 50% additional loading on them.

16. FREIGHT RATES

The freight rates quoted by transporters should be inclusive of all other charges like Hamali charges, Labour charges, Statistical charges, Surcharges, Goods tax etc. and no extra claim whatsoever shall arise on any account over and above accepted rates during the currency of contract will be entertained. However, any taxes / duties other than above if levied by Government shall be paid extra as applicable.

For Other Categories: Freight shall be quoted in "Rs per Km per MT". Distance approved by BHEL shall be considered for payment.

17. **BULK / VOLUMINOUS CONSIGNMENTS**

In case of smalls Cat.A1 consignment, 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 Truck / Van category 5 MT. In case of trailer category C1, C2, C3 so long as the consignment remains in the specified size as per terms, no extra amount is payable even if the voluminous weight is higher than the actual weight of the material transported.

18. **TRANS-SHIPMENT**

- Transshipment in case of Smalls (A1 category) and A2 is not barred but may be resorted to minimum possible extent.
 - Transshipment in case of consignments booked with "No Transshipment" as a special instruction on GR/LR is not allowed. In case of D, A3 and all Trailer categories, transshipment is strictly prohibited.
 - Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en route, the same can be allowed in D, A3 and all trailer categories only with prior permission of BHEL executive not below the rank of DGM.
 - In such cases, anywhere en route, transporter has to comply following before proceeding for further journey:-
 - Transporter has to inform BHEL of such an event immediately in writing, mentioning the circumstances necessitating the transshipment.
 - Transporter will submit self-attested (signed and stamped) copy of RC of vehicle would be deployed, to BHEL (except in case of Cat-D).
 - Transporter shall ensure that the same or higher category of the vehicle is placed.
 - Transporter will take prior permission of BHEL as mentioned above.
 - Failing to above points, freight payment will be restricted to actual weight subject to safe delivery of consignment(s); and penalty of 5% of the gross freight amount will be levied.
 - In case of approved transshipment, freight will be paid for minimum payable weight as per relevant category OR the loading capacity of vehicle placed originally OR the loading capacity of vehicle through which delivered (lowest of the three).
 - In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
 - For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment due to transshipment shall be recovered from the transporter.
 - Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety.
19. Preference may be given to transporters providing vehicles having valid National Permits for loading of consignments claims, if any, of transporter not furnishing vehicles having National Permit may not be considered.

20. **DOOR DELIVERY AND DOOR COLLECTION CHARGES: -**

- **Door delivery and Door collection charges shall be payable for A1.** The bidder shall quote for door collection and delivery charges (total value) for the weight slabs given in the price schedule format. Door Delivery and Collection charges will depend on weight only and distances will not be considered for the same. Bidders are required to quote accordingly. Bidders have to quote the total value for both door delivery as well as collection charges. For A1 category, door delivery and collection charges shall be treated as a single entity and payable for all cases as per slabs.
- In case small (A1) 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).

21. **REIMBURSEMENT OF OCTROI CHARGES, POWER BLOCK / HEIGHT GAUGE CHARGES, PAYMENT OF CHARGES / PENALTY OF ODC CONSIGNMENT**

- **OCTROI CHARGES**

Octroi charges shall be paid initially by the transporter for all the paid (outgoing) and to-pay (incoming) consignments, which will be reimbursed on production of documentary proof (original copy of the octroi receipt) alongwith the freight bills. No charges will be paid by BHEL for detention of vehicles at check posts, except as provided at Clause for "Detention Charges".

- **POWER BLOCK / HEIGHT GAUGE CHARGES**

This shall be applicable for trailer loads with height above 3.5 meter. The power block / height gauge charges at railway crossings shall be paid initially by the transporter.

The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof (original receipt/acknowledgement from Railways) from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. and date of payment against which the charges are paid. Prior information to BHEL for taking power block is required to be given by transporter.

Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of six (6) working days shall be considered at each gate subject to submission of the proof.

- **PAYMENT OF CHARGES / PENALTY OF ODC CONSIGNMENT**

No reimbursement will be allowed for any penalty / charges attributable on account of any loss or damages occurring to any public or private property due to movement of ODC consignment.

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.

22. DIESEL ESCALATION/DE- ESCALATION CLAUSE

- The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However, increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- The reference diesel rate shall be the actual diesel rate as on tender opening date (part-1). The rates of diesel will be calculated on the basis of IOCL website (www.iocl.com)/ HPCL / mypetrolprice websites rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- The latest diesel rate, available on IOCL/ HPCL / mypetrolprice website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month. For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL/ HPCL / mypetrolprice diesel rate available by 15th July.
- The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (Rate x MT x Kms) due to diesel escalation shall be payable to the transporters.
- The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.
- In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

23. VEHICLE PLACEMENT SCHEDULE

Vehicle for loading with suitable slings / chains, "D" shackles, clamps etc. will be placed at loading point on required dates. Dates for placement of vehicle shall be informed to successful bidders from time to time.

In case BHEL demands placement of the vehicle even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the delay in placement of vehicle.

24. DELIVERY OF DOCUMENTS TO CONSIGNEE

The transporter will also deliver the documents given by the BHEL / Supplier / Sub-Contractor / Customer like SMIV, "Duplicate Copy of Transporter" Invoice, TC, Drawing, Packing List, Challan etc. to the consignee.

25. VEHICLE CATEGORISATION

In case transporter carries higher category consignments in lower category of vehicles, the freight will be calculated as minimum of the freight applicable for the two categories. **It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimensions.**

26. DETENTION CHARGES

The detention charges shall be payable @ **Rs.1500/- for trucks** (A1, A2, A3 and D) per vehicle per day and **Rs. 2500/- for Trailers** (C1, C2, C3, C1H, C2H and C3H) per vehicle per day, detention charges shall be on each occasion subject to detention of vehicle in plant/port/site beyond a period defined as given below:-

Day of entry, day of exit, Sunday and Holiday as per BHEL Haridwar shall be exclude from total detention period.

However, in such cases transporter will have to submit proof of entry and exit day of vehicle in the plant/port/site.

Immediately on reaching the site, transporter shall have to inform the reaching/site entry date. In case they are not allowed inside the site/works, then they will inform through email, and, GPS data shall be provided by the transporter. In case no representation is made by the site personnel, the case shall be evaluated based on the claim on case to case basis by competent authority of BHEL (DGM or above). The decision of BHEL in this regard shall be final.

Total detention charges shall be limited to 50% of the basic freight. An approval from BHEL shall be obtained for payment of detention charges more than 50% of the basic freight in exceptional cases.

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 is not applicable in these cases.

Moreover, due to any problem at any Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Octroi/Naka/Port and non- recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at Octroi Naka will be accepted as date of arrival at destination. The stamp / endorsement of Octroi / Naka or verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as per contract till date of release of vehicle as per acknowledgement by ROD.

27. HILL AREA FREIGHT

- The transportation of consignments to various hill area sites is also included.
- The list of hill area projects indicating details of distance (Plain area distance, Hill portion distance and total distance), if any during contract period, shall be communicated on case to case basis.
- Transporter shall be paid extra freight @ of 60% of gross freight rate applicable for the categories / groups of consignment for hill portion only in addition to the normal freight for the total journey.

28. LIFTING OF CONSIGNMENTS

The transporters will lift consignments of all categories from ANYWHERE TO ANYWHERE IN INDIA and deliver to consignee in India whether or not they have their branch office at the originating or at destination station.

29. MISCELLANEOUS

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

30. Under ISO-14001 and ISO-18001 obligations for Environmental Safety and Occupational Health

Safety, the necessary instructions shall be followed viz-a-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.
- (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 Haridwar premises) transportation also.

31. As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.
32. Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.
33. However, the transporter will submit the photocopy of material 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 (Freight Confirmation Letter) will be issued only after submission of acknowledgements instead of at the time of booking.
34. Transporter shall be fully responsible for safe movement of his vehicles, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all 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. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.
35. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
36. The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
37. 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 consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.
38. The transporter will be given a standard GR format by BHEL, in A4 size for outward consignment sent from Haridwar and same format is to be utilized by transporters for their GRs.
39. **CLUBBING OF MATERIAL**
- Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No freight payment will be released for such cases.
 - If more than two such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.
40. **SPECIAL CONDITION**
In case consignments other than the sectors / areas awarded, are given to transporter, for any reason, then transporter will have to transport the consignment and shall be bound by the rates, terms and conditions of the applicable group under this contract only. The freight charges shall be paid accordingly as per the contract.
41. **RESCUE OPERATION**
Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Cost of rescue operations will be reimbursed to transporter only on and to the extent, the same are paid by the underwriter to BHEL.
42. **GRACE PERIOD FOR KANWAD MELA (IN JULY/AUGUST)**
For LD purpose: A grace period of **total 11 days on** account of **Kanwad-Mela** i.e. 9 days relaxation before Date of Shivaratri (**Excluding Shivaratri**) and 1 day relaxation after Date of Shivaratri, shall be given only in respect of the consignments which are due to pass 6 -Meerut and vice versa during the period as per the contract and starting date of consignment. This relaxation shall be for placement time of **vehicles** as well as for delivery time.

43. **RISK PURCHASE:**

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, including non-lifting of consignment(s) as per Contract / Agreement, BHEL has the

right to terminate the contract and may entrust the job to an alternate Transport Carrier and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. The contractor shall be liable for the additional expenditure/difference in Cost along with applicable overheads, GST, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.

44. INTEGRITY PACT:

In order to have more transparency, Independent External Monitors (IEMs) have been nominated, who can monitor the tender process and the execution of the contract for compliance with the principles.

More details are given in 'Integrity Pact' attached (Annexure-K). **The supplier has to attach signed copy of Integrity pact in Part-I of tender. Tender without signed copy of Integrity pact will not be accepted. Format of Integrity Pact is attached.**

Note:- Bidders to ensure to submit duly signed and stamped Integrity Pact by authorized signatory in Part-I (techno commercial bid) itself.

Annexure-D
Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/2223-006

Bill No. _____

Name of Transporter. _____

Pan Number. _____

Bill Date. _____

Full Address. _____

GST Regn. Code. _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl.	Requisition No.& TC No.& Dates	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment Category	Freight charges	Variation due to Diesel	ODC/Other Cahrges	Total	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Bidder registered under **reverse charge mechanism** has to declare that M/s. is not taking tax credit of input/capital good tax for rendering such services GST paid under reverse charge mechanism paid by the consignor/consignee.

OR,

Bidder registered under **forward charge mechanism** has to submit GST compliance certificate.

Signature & Seal of Transporter**Total amount in words verified for payment Rs. _____**

Special Instructions for Submission of Bills

Requirement of RC:

Transporter has to submit permanent vehicle registration certificate (RC) with valid fitness certificate at the time of placement of vehicle. Temporary registration certificate shall not be considered & freight bill will not be passed based on temporary RC.

The Following Information Should be Incorporated in the Bill (To be submitted in 4 copies):

Tender No., TC No. & Date, (if applicable) Requisition No. & Date, GR No. & Date, Package No. & Work Order No., Consignor and consignee addresses, GST Details of both BHEL & transporter, Transporter Details, Vehicle No., Rates per MT per KM, Diesel Escalation Rate, Basic & Total Freight.

Supporting Documents to be submitted along with the Bill:

Original GR with 02 Photo Copies (Self Attested), Vehicle Requisition - 2 Copies, Loading Plan, Gate Pass, Vehicle RC Copy [(Clearly mentioning Load Capacity of Vehicle (self-Attested)], Transshipment Approval (If Applicable), Under Load approval (If Applicable), Delay Approval (If Applicable).

Information Required on Receipt of GR to be Clearly Mentioned:

No. Of Packages Delivered, Vehicle No., Site Name, Stamp of Site to be endorsed, Reporting Date and Unloading Date, If some packages are Damaged then Damage Certificate (ODC) to be attached.

NOTICE OF DAMAGE / SHORTAGE / DISCREPANCY TO CONSIGNMENT ON DELIVERY

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted along with "Freight Bill")

The consignment as under is reported to have been delivered in shortage / damaged / discrepant condition as per acknowledgement obtained from Consignee as described overleaf of the L/R.

Consignment Note (L/R) No :
Freight Bill No. :
Despatch Advice Note No AND Date :
Work Order No. :
Freight charges :
Consignee :
Destination: :

1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part, proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and Substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

Encl: Copy of FIR lodged, Comments/Remarks of Consignee, Received L/R copy, Insurance Survey/Damage Report. [Please mark]

Date: (Authorized signatory of the transporter affixing the Company Seal)

(For endorsement by concerned Commercial Group)

ANNEXURE- F**PRICE BID SCHEDULES (For Sample Purpose Only)****Annexure-F, Bill of quantity / Schedule of rates**

- **Bidders need to submit Price Bid in prescribed format of excel sheets only and has to upload online on the portal.**

Note:

1. Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
2. Every transporter has to necessarily quote rates for all distance slabs failing which complete offer Bid for this category / combination group will be ignored.
3. The 'Bill of Quantities' given in the price bids are tentative and may vary. Quoted rates shall be considered for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable (if applicable).
4. The rates quoted by bidder shall be in Rs. per KM per MT and excluding GST.

Price-Bid: Format (Sample)**PRICE SCHEDULE (ALL CATEGORIES)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

::::SPECIAL NOTE::::

**Please read the Floating Note in M Cells before quoting against any item.
If bidder quotes partially in any Category/ Group, then bidder's quote in that Category/ Group will not be considered**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #
Sl. No.	Item Description	BoQ (Bill Of Quantity i.e. tentative business volume)	Units of BoQ	BASIC RATE in Rs. per KM per MT (excluding GST) In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT in Rs Lakhs
1	2	4	5	13	53
100	Truck Category (A1), Small Consignments having weight up to 5.5MT, from anywhere to anywhere in India				
1.1	A1 category Smalls-upto 5.50 MT				
1.01	Up to 500 kms	1.00	(MT-KM) in Lacs		0.00
1.02	501 - 1000 kms	1.00	(MT-KM) in Lacs		0.00
1.03	1001 - 1500 kms	1.80	(MT-KM) in Lacs		0.00
1.04	Above 1501kms	14.70	(MT-KM) in Lacs		0.00
1.05	Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	1807	Per GR		0.00
200	Truck Categories A2, A3 & D: If bidder is quoting the rates for these Truck Categories i.e. A2, A3 & D, Quoting for all three categories is mandatory.				
2.1	A2 category- Truck, upto 7MT				
2.01	Up to 500 kms	1.00	(MT-KM) in Lacs		0.00
2.02	501 - 1000 kms	1.35	(MT-KM) in Lacs		0.00
2.03	1001 - 1500 kms	1.20	(MT-KM) in Lacs		0.00
2.04	Above 1501kms	4.65	(MT-KM) in Lacs		0.00
3	A3 category- Truck, 7MT to 15MT				
3.01	Up to 500 kms	2.70	(MT-KM) in Lacs		0.00
3.02	501 - 1000 kms	6.00	(MT-KM) in Lacs		0.00
3.03	1001 - 1500 kms	3.60	(MT-KM) in Lacs		0.00
3.04	Above 1501kms	15.60	(MT-KM) in Lacs		0.00
4	D Category (URGENT)Mini Truck Load up to 5 MT				
4.01	Up to 500 kms	1.00	(MT-KM) in Lacs		0.00
4.02	501 - 1000 kms	1.05	(MT-KM) in Lacs		0.00
4.03	1001 - 1500 kms	1.50	(MT-KM) in Lacs		0.00
4.04	Above 1501kms	2.85	(MT-KM) in Lacs		0.00

300	Trailer Category C1, C2 & C3: If bidder is quoting the rates for these Trailer Categories i.e. C1, C2 & C3, Quoting for all three categories is mandatory.			
5.1	C1 Category Above 15MT - 21MT			
5.01	Up to 500 kms	3.15 (MT-KM) in Lacs		0.00
5.02	501- 1000 kms	8.40 (MT-KM) in Lacs		0.00
5.03	1001- 1500 kms	72.45 (MT-KM) in Lacs		0.00
5.04	Above 1501 kms	120.90 (MT-KM) in Lacs		0.00
6	C2 Category Above 21MT - 27MT			
6.01	Up to 500 kms	2.25 (MT-KM) in Lacs		0.00
6.02	501- 1000 kms	1.05 (MT-KM) in Lacs		0.00
6.03	1001- 1500 kms	15.60 (MT-KM) in Lacs		0.00
6.04	Above 1501 kms	42.00 (MT-KM) in Lacs		0.00
7	C3 Category Above 27MT - 41MT			
7.01	Up to 500 kms	5.10 (MT-KM) in Lacs		0.00
7.02	501- 1000 kms	12.60 (MT-KM) in Lacs		0.00
7.03	1001- 1500 kms	14.70 (MT-KM) in Lacs		0.00
7.04	Above 1501 kms	71.40 (MT-KM) in Lacs		0.00
400	Trailer Categories (Consignment Height Above 3.5 Mtrs.) C1H, C2H & C3H: If bidder is quoting the rates for these Trailer Categories i.e. C1H, C2H & C3H, Quoting for all three categories is mandatory.			
8.1	C1H Category Above 15MT - 21MT (Consignment Height Above 3.5 Mtrs)			
8.01	Up to 500 kms	1.00 (MT-KM) in Lacs		0.00
8.02	501- 1000 kms	1.00 (MT-KM) in Lacs		0.00
8.03	1001- 1500 kms	1.00 (MT-KM) in Lacs		0.00
8.04	Above 1501 kms	11.25 (MT-KM) in Lacs		0.00
9	C2H Category Above 21MT - 27MT (Consignment Height Above 3.5 Mtrs)			
9.01	Up to 500 kms	1.00 (MT-KM) in Lacs		0.00
9.02	501- 1000 kms	1.00 (MT-KM) in Lacs		0.00
9.03	1001- 1500 kms	1.00 (MT-KM) in Lacs		0.00
9.04	Above 1501 kms	13.50 (MT-KM) in Lacs		0.00
10	C3H Category Above 27MT - 41MT (Consignment Height Above 3.5 Mtrs)			
10.01	Up to 500 kms	1.00 (MT-KM) in Lacs		0.00
10.02	501- 1000 kms	1.00 (MT-KM) in Lacs		0.00
10.03	1001- 1500 kms	1.00 (MT-KM) in Lacs		0.00
10.04	Above 1501 kms	26.10 (MT-KM) in Lacs		0.00

500	AR Category: (Port-Trucks i.e. A2R, A3R & DR), Consignments from anywhere in Mumbai or from 'any Port' in India to anywhere in India: If bidder is quoting the rates for the AR-Categories, Quoting for all three categories i.e. A2R, A3R & DR, is mandatory.			
11.1	A2R Category Consignments up to 7MT through Trucks			
11.01	From anywhere in Mumbai/any Port to Haridwar	2.55 (MT-KM) in Lacs		0.00
11.02	From anywhere in Mumbai/any Port up to 500 Km	1.00 (MT-KM) in Lacs		0.00
11.03	From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	1.65 (MT-KM) in Lacs		0.00
12	A3R Category Consignments 7Mt to 15MT through Trucks			
12.01	From anywhere in Mumbai/any Port to Haridwar	4.20 (MT-KM) in Lacs		0.00
12.02	From anywhere in Mumbai/any Port up to 500 Km	1.00 (MT-KM) in Lacs		0.00
12.03	From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	1.05 (MT-KM) in Lacs		0.00
13	DR Category (URGENT) Mini Truck Load up to 5 MT			
13.01	From anywhere in Mumbai/any Port up to 500 Km	1.00 (MT-KM) in Lacs		0.00
13.02	From anywhere in Mumbai/any Port Above 500 Km	1.00 (MT-KM) in Lacs		0.00
600	CR Category: (Port-Trailer i.e. C1R, C2R & C3R), Consignments from anywhere in Mumbai or from 'any Port' in India to anywhere in India: If bidder is quoting the rates for the CR-Categories, Quoting for all three categories i.e. C1R, C2R & C3R, is mandatory.			
14.1	C1R, Above 15MT - 21MT, Port-Trailer Category Consignments from anywhere in Mumbai or from 'any Port' in India to anywhere in India through mechanical Trailers			
14.01	From anywhere in Mumbai/any Port to Haridwar	10.80 (MT-KM) in Lacs		0.00
14.02	From anywhere in Mumbai/any Port up to 500 Km	1.05 (MT-KM) in Lacs		0.00
14.03	From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	12.00 (MT-KM) in Lacs		0.00
15	C2R, Above 21MT - 27MT, Port - Trailer Category, Consignments from anywhere in Mumbai or from 'any Port' in India to anywhere in India through mechanical Trailers			
15.01	From anywhere in Mumbai/any Port to Haridwar	1.20 (MT-KM) in Lacs		0.00
15.02	From anywhere in Mumbai/any Port up to 500 Km	1.00 (MT-KM) in Lacs		0.00
15.03	From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	2.40 (MT-KM) in Lacs		0.00
16	C3R, Above 27MT - 41MT, Port - Trailer Category, Consignments from anywhere in Mumbai or from 'any Port' in India to anywhere in India through mechanical Trailers			
16.01	From anywhere in Mumbai/any Port to Haridwar	4.50 (MT-KM) in Lacs		0.00
16.02	From anywhere in Mumbai/any Port up to 500 Km	1.00 (MT-KM) in Lacs		0.00
16.03	From anywhere in Mumbai/any Port Above 500 Km (except Haridwar)	10.35 (MT-KM) in Lacs		0.00

Self-Certification Affidavit

(To be executed on non-judicial stamp paper worth ₹ 100/-)

To,
AGM (CDX), HEEP, BHEL HARIDWAR

1. We _____ (IBA Code _____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2324-006 Dt 29/11/2023 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep validity of price for a period of 120 days from the date of opening the same.
3. A sum of ₹ _____/- (Rs _____ Lakhs only) is herewith forwarded as EMD in the form of _____ in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Haridwar.
 - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
 - We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
 - We confirm that other than us (Name of bidder), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
 - o BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - o Any document submitted by us 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.
9. Verified and signed today, the ___(Day) of ___(Month) (Year) at (Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:**(Signature of the bidder affixing official stamp)****Complete Address of the Bidder:****Name & Designation****Contact details:****Name & Address of witnesses:****Witness 1:****Witness 2:**

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

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

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

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

Section 8 - Independent External Monitor(s)

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

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

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

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

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

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

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.


10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.


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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.


 For & On behalf of the Principal
 (Office Seal)

Place Haridwar Date 29/11/23

Witness: 
 (Name & Address)

RB Shaleya
 CDX, HEER
 BHEL Haridwar

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

Witness:
 (Name & Address)

BHEL

Clause on IP in the Tender**“Integrity Pact(IP)**

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

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

b) The IP as enclosed with tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-1, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into pact would be preliminary qualification.

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

Note:

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

Details of contact person(s):

- | | |
|--|--|
| <p>(1) Name: Navneet Mittal
Deptt: CDX
Address: BHEL/HEEP, Ranipur
Haridwar-249403
Phone: 01334-281471
Email: navmit@bhel.in
Fax: 01334-281223</p> | <p>(2) Name: Vineet Kumar
Deptt: CDX
Address: BHEL/HEEP, Ranipur
Haridwar- 249403
Phone: 01334-281556
Email: vineet.k@bhel.in
Fax:</p> |
|--|--|

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2324-006. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(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 Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake 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 Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(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 Bidder(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 there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ 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 bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the 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 bidders) 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 bidders 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 bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(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 discharge due to the change in the constitution of the Bank or the bidder(s).

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

DOCUMENTS LIST FOR BIDDERS (TO BE SUBMITTED ALONG WITH THE TENDER DOCUMENTS)			
Sl. No. ↓	Documents to be Submitted	Documents Attached at Page Nos. (from Pg.- to Pg.)	Remarks (if any)
1	<u>Ownership of the company</u>		
i	Bidder should be an Indian entity (Documentary Proof to be Attached)		
ii	Bidder should be in existence for last three years (Documentary Proof to be Attached)		
2	<u>Registration Particulars</u>		
i	PAN No. (Copy of PAN Card)		
ii	GSTIN. No. (Copy of GSTIN)		
iii	MSME (Micro/Small/Medium), if applicable (Copy of MSME Certificate)		
3	<u>Financial Requirements</u>		
i	Balance Sheets (Audited copies) and Profit & Loss accounts/Annual reports for the last two years i.e. PFY PFY-I		
ii	ITRs Copy: PFY PFY-I		
iii	Net Worth as on last date of previous financial year (PFY) should be positive		
iv	IBA Recommendation		
v	Banker's Solvency Certificate (for a min. of ₹ 100 Lacs)		
4	<u>Branch Offices Requirement</u>		
i	Branch List: Minimum 15 offices across India including at least one branch in mentioned states. (Attach list of required branches with address, Phone Number, Cell No., E-mail ID and name of person in charge)		
ii	For AR & CR- Bidder should have at least ONE branch at Kandla/ Mumbai/ Chennai/ Kolkata/ Haldia		
iii	For A1 Category -In addition to above Bidder should have 25 other branches i.e. total 40 branches (Branch List)		
iv	Godown within 15 KM from BHEL, Haridwar's Main Gate (For A1 category bidder must have one Godown)		
v	For A1 category bidder should ensure to deliver incoming goods to BHEL within 2 days of the presentation of LR (Self-Declaration Certificate)		
5	<u>Other Mandatory Documents</u>		
i	Duly signed & stamped copy of tender document (All Pages)		
ii	Unpriced price bid (Annexure-F)		
iii	Proof for evidencing the Authority of Person signing the quotation e.g. Power of Attorney/Board Resolution etc.		
iv	Integrity Pact (Format given in tender document)		
v	Self-Certification Affidavit (Format in tender document)		
vi	EMD Details (Rs. 2.00 Lakhs)		