



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

**TENDER NO.: HERP/WCM/TRC/20222-24**

**Date: 29/10/2022**

**SUB: TENDER DOCUMENT (TWO-PART BID) FOR TRANSPORT CONTRACT**

1. Tender Bids are invited from Bidders / Contractors / Transporters for award of Transport Rate Contract for the work of transportation of incoming & outgoing materials for a period of **two years from the date of agreement** for various groups. The words Bidders, Contractors and Transporters have same meaning with reference to this tender. The bid will be in two parts as under: -

1.1. Part I – Techno Commercial Bid

1.2. Part II - Price Bid.

Documents / Bids of contractors will be evaluated in sequence of Part I and Part II. Price Bid of only those transporters / bidders will be opened whose techno-commercial bids are found suitable.

2. BHEL will float said enquiry on NIC portal [www.eprocurebhel.co.in](http://www.eprocurebhel.co.in). Bidders can download Tender Documents from there and submit their bids on same portal. Tender Documents can also be downloaded from the website [www.bhelherp.com](http://www.bhelherp.com) and [www.bhel.com](http://www.bhel.com). However, bids can be submitted only on [www.eprocurebhel.co.in](http://www.eprocurebhel.co.in) against said enquiry. Hard Copy of bids will not be accepted. There is no Tender Cost for subject enquiry.

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

Sl. No.	Tender No.	Scope of Work
1.	HERP/WCM/TRC/20222-24	This Contract will cover safe transportation of consignments such as Machinery, Machine Parts, Raw materials, Fabricated items, Scrap, Spares, Castings, Forgings, Component, Hardware Items, Sundries etc. in Trucks, Open Body Trucks and Trailers as per groups given at Clause 3.10, Annexure 'A' From Varanasi to anywhere in India and anywhere to anywhere in India.

**Estimated cost of total works for two-year period:** Rs. 6,54,71,277/- (Rs. Six Crore Fifty Four Lakh Seventy One Thousand Two Hundred Seventy Seven Only) excluding GST.

**Earnest Money:** Rs 13,74,900/- (Rs Thirteen Lakh Seventy Four Thousand Nine Hundred Only). Earnest Money will be deposited by bidders only through Electronic Fund Transfer in BHEL's Bank Account. Earnest money deposit of unsuccessful offers would be returned. Earnest money deposit of successful bidders would be converted as Security Deposit

Micro and Small Enterprises (MSEs) are exempted from depositing EMD. However, MSEs will have to submit Udyam Certificate in support of their MSE status.

**Cost of Tender Document: NIL**

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

Group	Distance	Description	Category	BOQ (MT x KM)	% Freight value of each categories
<b>M01</b>	Distance up to 500 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	1,73,421	10.631%
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	5,98,252	28.064%
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	6,88,924	31.957%
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	32,905	2.408%
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	14,359	0.977%
		Trailer load - Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	3,56,244	21.711%
		Trailer load - Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	50,000	2.450%
		Trailer load - Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	34,888	1.801%
			<b>Total</b>	<b>19,48,993</b>	
<b>M02</b>	Distance 501 to 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	5,40,362	12.937%
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	18,84,081	36.343%
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	10,62,355	17.476%
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	96,332	2.787%
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	50,000	1.351%
		Trailer load - Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	10,22,150	22.019%

		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	2,62,002	6.003%
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	50,000	1.084%
			<b>Total</b>	<b>49,67,282</b>	
<b>M03</b>	Distance more than 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	10,48,709	15.369%
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	29,89,013	33.752%
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	9,65,359	11.249%
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	50,000	0.979%
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	50,000	0.877%
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	20,01,116	32.132%
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	3,79,947	4.960%
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	50,000	0.683%
			<b>Total</b>	<b>75,34,144</b>	
<b>M04</b>	All distances (Part Loads)	Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance upto 500 KM.	P-I	2,06,321	20.151%
		Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance from 501 KM upto 1000 KM.	P-II	3,61,382	25.172%
		Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 1000 KM	P-III	8,12,601	54.677%
			<b>Total</b>	<b>13,80,304</b>	
			<b>Grand Total</b>	<b>1,58,30,723</b>	

#### 4. SUBMISSION AND OPENING OF TENDER -

The bidder has to submit tender documents in two parts, Part – I will be Techno Commercial Bid and Part II will be Price Bid. **Last date for tender submission is 08/11/2022, 2.00 PM. Tender Opening Date is 08/11/2022, 04:00 PM.**

**5.** BHEL reserves the right to open/accept/reject/cancel/negotiate/split up any one or more groups (M01 to M04) or tender in totality without assigning any reason thereof.

**6. Scope of Work** - This Contract will cover transportation of consignments to all destinations in India from anywhere to anywhere such as Machinery, Machined Items, Raw Materials, Fabricated items, Spares, Consumables, Castings, Forgings, Semi finished items, Components, Hardware items, Sundries, Scrap etc.

**7.** The Tender Documents from contractor / bidder / transporter will consist of:

- a) Part-I: Required documents, Filled and Signed Tender Document, Filled Contractor Registration Form (if bidder is not registered with any unit of BHEL) and Signed Integrity Pact.
- b) Part - II: Price Bid

**TENDER NO: HERP/WCM/TRC/20222-24**

**PART-I**  
**Techno Commercial Bid**

**1. PRE-QUALIFYING CRITERIA (POC)**

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:

<b>CRITERIA</b>	<b>MINIMUM REQUIREMENT</b>
Turn-over from business of Plying Transport Vehicles	<b>Rs 2,06,24,000/- average</b> in last three financial years i.e. 2018-19, 2019-20 and 2020-21.
Experience	<p>Experience of having successfully completed similar work awarded at any Government Organization, Government undertaking / enterprises / Private Sector (with yearly turnover not less than Rs. 50 Crs) in last 7 years as on 30.09.2022 as per details mentioned hereunder:</p> <p>Three completed works having total award value of each contract not less than Rs 2,61,89,00/- plus taxes extra. Or Two completed works having total award value of each contract not less than Rs 3,27,36,000/- plus taxes extra. Or One completed work having award value not less than Rs 5,23,78,000/- plus taxes extra.</p> <p>Here "Similar Work" means "Contract for safe transportation of consignments such as Machinery, Machine Parts, Raw materials, Fabricated items, Scrap, Spares, Castings, Forgings, Component, Hardware Items, Sundries etc. in Trucks, Open Body Trucks and Trailers etc".</p>
IBA approval	Valid on the date of tender opening. It shall also be ensured that the same is available throughout the contract and if not, rate contract will be cancelled.
Branch Offices and godowns	1. Branch office & Godown in Varanasi (UP) OR nearby area (within 50 Km from BHEL HERP Varanasi). At least 2 Branch Offices each in minimum 10 of the following States:- Andhra Pradesh, Bihar, Chhattisgarh, Delhi, Gujarat, Haryana, Karnataka, Kerala, MP, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttar Pradesh, West Bengal, Uttarakhand and Jharkhand.
Undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarised.	<p>The certificate / affidavit must declare that –</p> <ol style="list-style-type: none"><li>1. Contractor / Transporter is not having any pending legal litigation / dispute with any unit / site of BHEL.</li><li>2. Contractor / Transporter has not been put on hold / suspended / delisted / banned / black listed by any BHEL Unit/site.</li><li>3. Contractor / Transporter has not been booked by CBI and / or charged by a court of law in any criminal case relating to transportation.</li></ol>
EMD	Rs 13,74,900/-

**2. Documents Required**

Bidders are required to submit following documents in Techno Commercial Bid:

- 1) Filled and Signed Check List as per Annexure F.
- 2) Self-Attested Copies of Audited Annual Account i.e. Balance Sheet and Trading / Profit & Loss Account for the financial years 2018-19, 2019-20 and 2020-21 will be required.
- 3) Experience certificate: Copy of work order and Completion Certificate / Commissioning certificate / MOM (confirming completion or Commissioning of work) / handing over certificate from Bidder's customer for similar works shall be submitted by bidder in Techno-commercial bid. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing authority is to be submitted by the Bidder in Techno-commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).
- 4) Self-Attested copy of approval of Indian Banks Association (IBA) for last three years continuously, including current year.
- 5) Complete detail - Address, GST No., Phone number, Cell No., E-mail address and name of person-in-charge is to be provided for each Branch Office.

Eligibility criteria are meant only for qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.
- 6) Undertaking in the form of an affidavit on non- judicial stamp paper valued Rs.100/- and duly notarised.
- 7) Proof / Receipt of having deposited Earnest Money. MSEs will have to submit Udyam Certificate for exemption from paying EMD.
- 8) All pages of Tender Documents signed and stamped by bidder as token of acceptance of all terms and conditions of tender.
- 9) Contractor Registration Form dully filled and signed (if not registered with any unit/site of BHEL) along with the Tender Document. If contractor is registered vendor of any BHEL Unit / Site, the Certificates from BHEL Unit / Site where bidder is an approved transporter on the date of submission of tender or attested copy of Contract Agreement may be submitted.
- 10) Self-attested copy of ISO certificate - in case bidder is an ISO certified company.
- 11) Address of Web site- In case bidder has Web based tracking/movement/delivery reporting system. Preference may be given to transporters who have a web based tracking/ movement/ delivery reporting system.
- 12) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- 13) Details/particulars of partners /proprietors/directors of bidders /group concerns or affiliates etc. including details of DAN (in case of directors) and PAN numbers (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
- 14) A copy of the partnership deed or a copy of Power of Attorney attested by a Notary as required in clause 3.4 of Annexure A.
- 15) Declaration from contractor declaring / disclosing following facts:
  - a) They have quoted rates for all category based on percentage weightage allotted for each category for each group for total bill of quantity of groups M01 to M04 and their quoted rates are valid for total bill of quantity as given in Annexure-'D'.
  - b) They have gone through and have understood the transporter performance evaluation system Annexure- 'G1' & 'G2'.
  - c) They have read and understood all the conditions of the Tender Documents and agree to them in all respects.
  - d) They have placed all documents as per requirement of Tender in Techno Commercial Bid.
  - e) The bidder has quoted "Price" in "Price Bid" and not provided prices anywhere else in document. There is no difference between Unpriced Priced Bid and Priced Bid, except that the rates have been suppressed in Unpriced Bid.
  - f) The bidder has branch office(s) & godowns in Varanasi and nearby area.

- g) Confirmation that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/proprietor of bidder /such group concern or affiliate are involved with such firm /company.
- h) Confirmation that other than the bidder, none of its group concern or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner (s)/common Director(s).
- i) Confirmation that they will take part in reverse auction, and in no case rate/value quoted as L-1 at the time of reverse auction shall be higher than the rate/value quoted in the sealed price bid.

**Note:** Bidders are advised to place all documents required as in same order as mentioned above.

#### **4. Rejection / Disqualification**

- 1) Bids of transporter / contractor who does not submit all required documents will be rejected.
- 2) The documents submitted by transporter may be verified. For this, transporter will provide original documents as and when required by BHEL. If transporter is unable to provide authentic document as demanded by BHEL, the bid of said transporter will be rejected.
- 3) Following conditions, which comes to notice of BHEL at any time, will attract rejection of bid /disqualification of contractor from tendering process / termination of contract / any other legal action as per BHEL's guidelines including suspension of business dealing and forfeiture of EMD, without any compensation to the bidder, as the case may be:
  - a) Contractor / Transporter is having any pending legal litigation / dispute with any unit / site of BHEL.
  - b) Contractor / Transporter has been put on hold / suspended / delisted / banned / black listed by any BHEL Unit/site.
  - c) Contractor / Transporter has been booked by CBI and / or charged by a court of law in any criminal case relating to transportation.
  - d) The statement made by the bidder in the affidavit cum undertaking is false.
  - e) Any document submitted by the bidder is forged for deliberately misleading BHEL.

## **5. Techno Commercial Bid Annexures**

Techno Commercial Bid will contains following Annexures:

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



**TENDER NO: HERP/WCM/TRC/20222-24**

**INSTRUCTIONS & GUIDELINES TO BIDDERS**

**1. TENDER DOCUMENT**

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

**2. SUBMISSION AND OPENING OF TENDER**

Refer Clause 4 of NOTICE INVITING TENDER.

**3. MISCELLANEOUS:**

**3.1)** Rates should be quoted in figures as well as in words with respect to each item and for all items as shown in the schedules **Annexure- "D"** (Group M01/ M02/ M03/ M04) Separately, on per Metric Ton per Kilometer basis. All entries in the Tender Documents should be clearly written in ink or typed. Erasing and overwriting is not permitted. All corrections/ cancellations/ insertions should be duly attested by the tenderer concerned. **The rates should be quoted only in Price Bids.**

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

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

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

**3.5)** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Please refer Annexure-M for detailed RA guidelines.

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

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

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

**3.9) BHEL RESERVES THE RIGHT:**

**3.9.1)** To open/accept/ reject/ cancel / negotiate/ split up any one or more groups (M01 to M04) or tender in totality without assigning any reason thereof.

**3.9.2)** To award either part contract e.g. for group M01 or M02 or M03 or M04 of Annexure-'D' or in combination thereof or full contract simultaneously with any transporter / transporters as it may deem fit at the beginning of the Contract or at any time during the currency of contract.

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

Grade	% AGE OF LOAD ALLOCATIONS IN EACH GROUP (i.e. Group M01 to Group M04)
L1	35%
L2	20%
L3	15%
L4	10%
L5	10%
L6	10%
	If in case 05 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-5 will be 39%, 22%, 17%, 11%, 11% respectively.
	If in case 04 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-4 will be 44%, 25%, 19%, 12% respectively.
	If in case 03 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-3 will be 50%, 29%, 21% respectively.
	If in case 02 nos. of bidders available in any group then group wise percentage load allocation to L-1 to L-2 will be 64%, 36% respectively.
	If in case only one bidder available in any group then group wise percentage load allocation to that bidder will be 100%.

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

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

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

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

**3.10)** Groups: Any transporter can quote against one or more groups. However, for any particular group, they have to quote for each category of that group.

Group M01: All the categories of Trucks & Trailers i.e. A-I, A-II, A-III, B-I, B-II, C-I, C-II and C-III in case of transporter is bidding for Group M01 (Trucks & Trailers for distance up to 500 Kms from Varanasi and from anywhere to anywhere in India).

Group M02: All the categories of Trucks & Trailers i.e. A-I, A-II, A-III, B-I, B-II, C-I, C-II and C-III in case of transporter is bidding for Group M02 (Trucks & Trailers for distance from 501 KM to 1000 KMs from Varanasi and from anywhere to anywhere in India).

Group M03: All the categories of Trucks & Trailers i.e. A-I, A-II, A-III, B-I, B-II, C-I, C-II and C-III in

case of transporter is bidding for Group M03 (Trucks & Trailers for distance above 1000 KMs from Varanasi and from anywhere to anywhere in India).

Group M04: All the categories of Part Loads i.e. P-I, P-II and P-III in case of transporter is bidding for Group M04 (Part Loads for all distances VARANASI and anywhere to anywhere in India)

**3.11) Process of selection of transporters will be as under: -**

Maximum six transporters will be awarded work in each Group i.e. Group M01 to M04 (Four Groups). The process of selection shall be as under: -

- I.** The bill of quantity in "Metric Ton KM" and percentage weightage Category wise is mentioned in the Annexure- "D" (Group M01 to Group M04) of Tender. Transporters are required to quote for all categories of any particular group, without which their tender will not be considered for that Group. "Total quoted freight value" of all categories in a particular group shall be calculated by applying percentage weightage mentioned for each category in a particular group.
- II.** Bidder has to quote total value of freight for a particular group.
- III.** Total value for each category in a particular group will be calculated based on percentage weightage pre-defined for respective category.
- IV.** Rate for each category will be calculated by dividing total value of each category by dividing total KM-MT (BOQ) for respective category.
- V.** Formula for calculation of rates per MT-KM is mentioned in each group BOQ (Ref Annexure-D).
- VI.** If necessary, negotiation may be held with the bidder whose total amount of particular group (calculated by multiplication of rates and bill of quantity of all categories group each group) are found L-1 in the particular group.
- VII.** Further negotiated amount of the L-1 bidder of each group shall be distributed in each category of particular group in proportion with percentage given in NIT.
- VIII.** The derived rates of the L-1 Bidder of each group shall then be counter offered to above L-2, L-3 onwards (low to high) till six transporters are selected each for Group M01 to Group M04.
- IX.** It is clarified that the transporters will be selected based on their offer for total volume of work of each group (Low to High) and not L -1 in any individual category basis.
- X.** Successful transporters whose tender is accepted for award of work shall enter into a contract with BHEL within fifteen days from the date of award letter at their own cost on a valid non judicial stamp paper of Rs. 100/-.

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

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

#### **4. ESTIMATED COST:**

The estimated cost of total works for two-year period is **Rs. 6,54,71,277 (Rs. Six Crore Fifty Four Lakh Seventy One Thousand Two Hundred and Seventy Seven Only)**. This estimate is tentative and is liable to vary. No claim for any variation will be entertained by BHEL.

#### **5. EARNEST MONEY:**

**5.1)** The bidder shall submit the required documents for proof of deposit of Earnest Money amount irrespective of numbers of groups being quoted by the tenderer. The proof of payment will be submitted with Techno Commercial Bid.

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

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

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

#### **6. SECURITY DEPOSIT:**

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

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

#### **Modes of deposit:**

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

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

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

#### **Collection of Security:**

100% of required Security Deposit, will be deposited by bidder before start of the work. Alternatively, the bidder may deposit at least 50% of the required Security Deposit, including the EMD, before start of the work. Balance of the Security Deposit will be collected by BHEL from running bills of transporter. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered by BHEL from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of

equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

The Security Deposit shall not carry any interest. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract, and signing a 'Contract Closure Statement' jointly with BHEL. Any bill submitted by transporter after signing of the 'Contract Closure Statement' will not be processed by BHEL.

**TENDER NO: HERP/WCM/TRC/20222-24**

**GENERAL TERMS AND CONDITIONS FOR THE CONTRACT**

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

**1. INFORMATION SYSTEM:**

**1.1)** The Transporter shall keep close liaison with the In-charge of Shipping deptt of BHEL-HERP, Varanasi for carrying out the assigned works successfully. Similarly, such liaison shall be maintained by the transporter's Managers with leading suppliers of BHEL & BHEL's customers.

**1.2)** The Transporter shall give a periodic statement to In-charge of Shipping deptt regarding status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments pending for delivery. Transporters shall submit the delivery report of consignments of every month by 15<sup>th</sup> of next month for incoming and outgoing consignment to HERP, BHEL, Varanasi. The transporter shall also provide details of consignments/goods lying with them since more than one month and reason for same.

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

**1.4)** Requisition for vehicle will be sent to transporter vide email or any other electronic communication. Transporter will enclose the said requisition along with Freight Bill, without which the bill will not be processed.

**2. REQUIREMENTS OF PERFORMANCE:**

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

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

**2.2)** All dispatches to BHEL Varanasi must be door delivered at Central Plant Store BHEL, HERP, VARANASI. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for small consignments only. The transporters shall collect and deliver the consignments from BHEL/ Sites/ Suppliers or other notified places without any extra charges in respect of full loads or part loads. However, door delivery & door collection charges shall be paid wherever applicable for small consignments as per Clause 18 of Annexure -"C".

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

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

**2.4)** All the R.T.O. permission or any other permission/ authorization from competent authority shall be obtained by the Transporter at his own cost. Any contingency arising in this respect shall be the responsibility of the Transporter. However, state E-waybills, wherever required, shall be made available by the consignor. Also the Transporter shall be responsible for any mishap, accident in route and consequences thereof including legal complications, if any. In case there is a Railway Crossing in route (Ex. Booking Station to Delivery Station) where there is overhead electric traction/transmission line and the transporter has to obtain the shutdown from Railways/Electric Transmission Authorities then transporter will be reimbursed the actual shutdown charges claimed by the Railways/ Authorities against documentary proof. However, the total responsibility of obtaining necessary permission and related expenses/work will be transporter's own responsibility for which no other payment will be made by BHEL. An additional grace period of Six days will be permitted for transportation running time (Ref. Clause 7.1 Annexure - "C") in such cases.

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

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

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

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

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

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

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

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

### **3) PAYMENTS:**

**3.1)** The freight bills along with the proof of delivery for materials delivered will be presented to the concerned Division / Deptt. of BHEL i.e. Shipping within 15 days from the date of delivery of material at Varanasi and within One month in case of delivery at BHEL's sites / customers' places. GR wise freight bills will be submitted by transporter for freight payment. Multiple GRs in single date for same destination from one supplier will be avoided. Multiple GRs of same date from different party for same destination will be clubbed while making payment. However, door collection charges (for part load consignments) will be paid for different collection point.

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

**3.3)** Bills shall be submitted to the concerned department of BHEL, only twice in a month.

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

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

**3.6)** GST will be payable extra. As per provisions of extant GST Act

### **4) PROHIBITION OF SUB-LETTING:**

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

### **5. EXTENSION & TERMINATION OF CONTRACT:**



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

**5.2)** 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 Annexures.

5.3) BHEL reserves the right either to short close the contract 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 / E-Mail / in person.

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

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

## **6. LATE PLACEMENT CHARGES/ DAMAGES/ PENALTY AND RECOVERIES:**

**6.1)** Vehicles as and when demanded by BHEL/ Venders/ Sub-Contractors/ Sites on BHEL's account with due prior requisitions vide email or any other electronic communication will have to be placed by the transporter. Transporters are required to place truck within one working day of "vehicle required date" and trailer within two working days of "vehicle required date" at Varanasi. For any other location, placement time for any type of vehicle is within three working days of "vehicle required date". A penalty of Rs. 1500/- (Rs. Fifteen Hundred only) for Trucks (Close/Open Body) per vehicle per Day and Rs. 2500/- (Rupees Two Thousand Five Hundred Only) for Trailers (All categories) per vehicle per day for each occasion will be levied on transporter for late placement of vehicle for each delayed days beyond permitted limit as above. However, maximum penalty on account of late placement of vehicle shall be limited to 40 % of the freight. But if such instances repeat three times in a period of six months, BHEL reserves the right to suspend the services of such transporter/transporters for a period to be decided by the Head of Stores as well as Commercial/ Shipping Deptt.

**6.3) Risk Purchase** – If a transporter does not lift material as per requisition given by BHEL, following modus operandi in sequence will be followed:

- a) If transporter does not lift consignment within Four days from Varanasi and Five days from other places, BHEL will have right to get the consignment lifted from any other transporter or courier service. No of days in this case will be counted from "Date of Vehicle Requirement".
- b) Revised requisition will be given simultaneously to all other transporters approved in that particular group and one who accepts first to place vehicle will be awarded the work. However, that work volume will be considered consumed by transporter to whome requisition was initially given (ref clause 6.3.a above).
- c) If none of transporter in para 6.3.b accepts to lift material, the load will be offered to other approved transporters.
- d) If none of approved transporters in para 6.3.c accepts to lift material, the consignment will be lifted from any other source in market.
- e) Any extra charges / loss incurred to BHEL dues to non-placement of vehicle will be recovered equally from all transporters approved under that group.
- f) Other than recovery in 6.3.e, a non-placement penalty of Rs 4500/- (for Trucks) and Rs 6000/- (for Trailers) will be imposed on transporter to whom requisition was initially given (ref clause 6.3.a above).

**6.4)** All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to

any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

#### **7. ARBITRATION:**

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. the conciliation proceedings with respect to a dispute as defined in the BHEL conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites [www.bhelherp.com](http://www.bhelherp.com) and [www.bhel.com](http://www.bhel.com).
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- v. The Transporter shall continue to perform the contract, pending settlement of dispute(s).

#### **8. JURISDICTION:**

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

#### **9. INDEMNITY:**

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

**TENDER NO: HERP/WCM/TRC/20222-24**

**SPECIAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK:**

This Contract will cover transportation of consignments to all destinations in India anywhere to anywhere such as Machinery, Raw Materials, Fabricated items, Scraps, Spares, Consumables, Fasteners, Castings, Forgings, Semi finished items, Component, Hardware items & Sundries etc. in Trucks/Taurus, Open Body Trucks and Trailers as per groups given at Clause 3.10 of Annexure 'A'

**2. DIMENSIONAL DEFINITIONS OF CATEGORY-A, B & C:**

The consignments having dimensions up to 488 cms in length, 205 cms in width and 205 cms in height are treated as normal consignments under Cat. A, B & C.

**3. CATEGORY -A (Truck Load):**

**3.1) CAT. A-I**

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

**3.1.2)** In case of A-I minimum load is 5.5 MT for full truck load. In case of under load, prior approval from BHEL will be required. An executive (DGM or above) from Shipping deptt (for outward consignments), S&OM deptt (for free issue consignments) and Purchase deptt (for incoming consignments) will be competent authority for approval of under load consignments.

**3.2. ODC Consignment for P-I / P-II / P-III /A-I Consignments**

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

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

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

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

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

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

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

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

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

#### **5. CATEGORY - "C" (Trailer Load & its Dimensional Definitions):**

**5.1)** 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, Open Body Truck or normal truck will not fall under the category of Trailor. Taurus may however be accepted as Trailor at the discretion of BHEL.

**5.2) CATEGORY C1:-** In case of one or more than one pieces loaded on the trailer, following consignments shall be shall be considered in the trailer load (Category C-1)

Single piece consignments having weight above 15 MT up to 22 MT each or length measuring above 800 cms up to 1500 cms or width measuring above 250 cms up to 450 cms or height measuring above 250 cms up to 450 cms or in combination thereof will be treated as trailor consignments under category C -1 irrespective of weight. Minimum chargeable weight is 22 MT. It is clarified that when a single package is of C1 on the basis of length and width, as defined above, irrespective of weight, it shall be treated as C1 category.

Freight will be paid for 22 MT or the loading capacity of the vehicle placed, whichever is lower. In case

the gross weight of consignments is more than 22 MT and up to 35 MT, the payment will be made for actual weight. 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. In case where the total weight (actual weight) of all the consignments is less than or equal to 17 MT, it will be treated as under load and can be despatched due to contingency of work (such as urgency, high value, safety etc.) as full truck load only with prior permission of BHEL.

**5.3) CATEGORY C2:** - In case of one or more than one piece loaded on the trailer, following consignments shall be considered in the trailer load (category C2).

Single piece consignment having weight above 22 MT up to 27 MT. Freight will be paid for 27 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and unladen weight mentioned on RC. In case the gross weight of consignments is more than 27 MT and up to 35 MT, the payment will be made for actual weight. 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.

**5.4) CATEGORY C3:** - Single piece trailer load consignments having gross weight above 27 MT up to 35 MT.

Freight will be paid for 35 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Transporter will be required to get copy of RC verified before loading of vehicle with loading plan. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and unladen weight mentioned on RC.

**5.5) COMMON TO MECHANICAL TRAILERS:**

**5.5.1)** Consignment falling under Group C1, C2 and C3 with length above 1400 cms and up to 1500 cms or width above 400 cms and up to 550 cms or height above 350 cms and up to 450 cms will be treated as extra-large consignments. Extra payment (whichever gives higher percentage to transporter) will be made for **any one dimension** i.e. such as length or width or height of the consignment. Extra payment shall be on the basis of slabs mentioned in the table given below:

For increase in length of every 0.50 M or part thereof above 14 m	Extra % on basic freight of full trailer	10%
For increase in width of every 0.25 M or part thereof above 4 M	Extra % on basic freight of full trailer	10%
For increase in height of every 0.25 M or part thereof above 3.5 M	Extra % on basic freight of full trailer	10%

Note: If on account of ODC, (Size above 12 x 2.5 x 2.5 Mtr.), any charges are paid by the Transporters to State Govt. Authorities, the same will be reimbursed on production of original receipt duly mentioning the reason of challan, vehicle No. & date of payment. However, if actual ODC charges are claimed against original receipts then NO EXTRA PAYMENT on account of ODC (as per table above) will be made.

As a special case, consignments not qualified for Trailer (C1) category either by size or by weight may also be booked/ despatched through Trailer, with approval of competent authority of BHEL. In such cases freight will be paid for C1 category Trailer with minimum payable freight condition i.e. 22 MT or the loading capacity of the vehicle (as per copy of RC verified before loading of vehicle with loading plan), whichever is lower.

**6. TAURUS LOAD**

### **6. 1) CATEGORY – 'A-II' (TAURUS):**

Full load capacity of closed body Taurus trucks (10 wheelers, size 690 cm x 213 cm x 213 cm) will be minimum 15 MT. Consignment weighing from above 7.0 MT to 15 MT will be treated as full Taurus truck load under category A-II (however minimum required weight for transportation in this cat. is 12 MT) and freight payment will be made for minimum 15 MT. In case of weight less than 12 MT it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as full Taurus load only subject to approval from BHEL Executive (not below the rank of DGM). Freight charges will be computed at the rates applicable for A-II category. In case, the truck is of higher capacity (beyond 15 MT), freight will be paid on actual weight of consignment basis. However, this will be considered only if the loading capacity of vehicle is higher than 15 MT and documentary evidence (original RC book) in this regard is produced by the transporter and verified by the Stores Executive at the point of delivery / loading.

### **6.2) CATEGORY-'A-III' (12 Wheeler TAURUS Loads):**

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

### **6.A PART LOADS**

Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms and over size up to 605x205x250 cms will be under part load. They have categories based on distance between source and destination of consignments. Three categories under this group are P-I (Distance upto 500 KM), P-II (Distance above 500 KM and up to 1000 KM) and P-III (Distance above 1000 KM).

### **Details of all categories are as follows: -**

<b>S. No.</b>	<b>Dimensions</b>	<b>Cat. No.</b>
<b>1</b>	Full truck load above 5.5MT up to 7 MT. Size up to 488x205x205 cms. Over size up to 605x205x250 cms	<b>A-I</b>
<b>2</b>	Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	<b>A-II</b>
<b>3</b>	Closed Body Truck (12 wheeler) Consignment weight above 15 MT up to 20 MT	<b>A-III</b>
<b>4</b>	Open truck load up to 9 MT Size up to 488x205x205 cms Over size up to 700x250x250 cms.	<b>B-I</b>
<b>5</b>	Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	<b>B-II</b>
<b>6</b>	Trailer load – Single piece consignment weighing above 15MT up to 22MT; or Single piece having size L: Above 800 up to 1500 cms or W: Above 250 up to 550 cms or H: Above 250 up to 450 cms. Single piece weighing above 9MT up to 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms.	<b>C-I</b>
<b>7</b>	Trailer load – Single piece consignment weighing above 22MT up to 27 MT	<b>C-II</b>
<b>8</b>	Trailer load – Single piece consignment weighing above 27MT up to 35 MT	<b>C-III</b>

<b>9</b>	Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance upto 500 KM.	<b>P-I</b>
<b>10</b>	Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 500 KM upto 1000 KM.	<b>P-II</b>
<b>11</b>	Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 1000 KM	<b>P-III</b>

**Notes: -**

**1)** In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment.

**2)** Vehicle no. and dimensions of the consignments must be mentioned on the GR and the bill.

**3)** In order to make optimum use of loading capacity of vehicle for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.

**4)** No reimbursement will be allowed for any penalty/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

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

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

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

<b>(a)</b> Full truck loads -	300 Kms/day.
<b>(b)</b> Open body truck -	275 Kms/day.
<b>(c)</b> Trailor Category.	
<b>(i)</b> Trailor consignments (up to 35 MT) -	175 Kms/day.
<b>(ii)</b> ODC consignments having length -	100 Kms/day.
(Above 14 Mtr. or width above	
4.0 Mtr. or height above 3.5 Mtr.)	

If the consignments are not delivered within the normal transit time as above plus 2 days' grace time excluding the day of loading and unloading, penalty at the rate of 4% per week or part thereof in case of full truck/ open truck/ trailer will be levied on the Transporter subject to a maximum of 40% of the total freight payable. Where under loads are booked as full load (in the category of B-I, A-II and less than 9 MT in case of trailer), penalty of Rs. 300/- per day will be imposed restricted to a maximum of 40% of maximum payable freight charges. Additional time is permitted in circumstances of para 2.4 Annexure- "B"

The penalty of 4% given above may increase depending upon the performance of transporter. For details refer Annexure- G1 (Clause-6).

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

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

Penalty @ 4% of the freight per week or part thereof, subject to maximum of 40% of the total freight payable will be imposed if the consignment is not delivered within stipulated time on presentation of GR by BHEL. The penalty of 4% given above may vary depending upon the performance of transporter. For details refer Annexure- G1 (Clause -6). However, if the penalty works out to be less than Rs. 10/- the same shall not be charged.

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

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

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

## **8. DISTANCE:**

**8.1)** Minimum chargeable distance allowed will be 200 Kms.

**8.2)** Distance between two stations for the purpose of payment of freight charges will be determined by the shortest route by All Weather Motorable Road of Road Map of India / Motoring Guide of India / Google Map. Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL as mentioned at Annexure - "H" These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion of new destinations.

**8.3)** For all stations within 20 Kms of the radius of booking stations, the freight charges will be the same as that from booking station.

## **9. TRANSPORTATION BY LONGER ROUTE:**

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

## **10. ESCORT/ TRACKING OF VEHICLE:**

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

## **11. MINIMUM CHARGEABLE WEIGHT:**

Minimum chargeable weight allowed will be **60 Kgs**.

## **12. CONSIGNMENT WEIGHT / MEASUREMENTS:**

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

As regards the outgoing consignments of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design/ Shop planning. This weight appearing on Packing List is the basis of freight payment and no



actual weighment is done/ possible. In case there is a representation for variation in actual weight to design weight, the weighment on BHEL Weigh Bridge may be considered which shall be acceptable to both sides (Consignor/ Consignee) for payment of freight charges.

### **13. DELIVERY OF CONSIGNMENTS:**

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

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

**13.3)** Transporters shall submit the delivery report by **15<sup>th</sup> of every month** for incoming and outgoing consignment to HERP-BHEL, Varanasi.

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

### **14. DEMURRAGE:**

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

### **15. FREIGHT RATES:**

The rates agreed between BHEL and successful tenderers shall be inclusive of all other related charges like hamali charges, labour charges, statistical charges, surcharges, taxes (except GST) etc. and rates quoted shall be consolidated on taking all above elements into consideration

### **16. BULK/ VOLUMINOUS CONSIGNMENTS:**

In case of small load (Part Load) consignments, the weight will be taken as actual weight or voluminous weight whichever is higher. The voluminous weight will be calculated @ 400 Kgs = 1 Cu. Meter. However, in case of full truck load the voluminous weight will be limited to 7 MT and for Mini/ Van category 5 MT. In case of open body truck Category-B-I & B-II, and trailer category C-1, C-2, C-3, so long as the consignment remains in the specified size as per clause 4, 5 & 6, no extra amount is payable even if the voluminous weight is higher than the actual weight of the material transported. In case of Taurus truck loads (10 wheeler) the voluminous rate will be limited to 15 MT and Taurus truck load (12 wheeler) the voluminous load is limited to 20 MT.

### **17. TRANSHIPMENT:**

**17.1)** Transshipment of goods is allowed in route in case of Part Load consignments only. Consignments booked as full Load (A-I, A-II, A-III) open truck loads (B-I, B-II) and Trailer Load (C-I, C-II, C-III) will normally be not allowed. However due to non-availability/ scarcity of vehicles registered in Uttar Pradesh state, one transshipment in the transportation of incoming and outgoing materials for

part load booked as full load, A-I, A-II, A-III and Open truck load B-I, B-II will be allowed with the permission of BHEL officer not below the level of DGM except in-cases where material is booked with special instruction on GR "No Transshipment" For trailer loads. Transshipment may be allowed with prior permission of concerned executive not below the rank of DGM only. The Trailer No. in which the material was originally loaded should be recorded in the G.R. for all incoming materials. In the event of failure of trailer anywhere in route prior written information will be given by transporter to BHEL with 72 hours of such failures mentioning the circumstances necessitating the transshipment. Failing this penalty of 5% of the freight amount will be levied. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. However, in case of smalls and part loads, transshipment is not barred but may be resorted to minimum possible extent.

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

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

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

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

#### **18. DOOR DELIVERY/COLLECTION CHARGES:**

**18.1)** Door delivery (DD) along with door collection both the charges at the rate of Rs. 250/- per GR per metric ton subject to minimum Rs. 250/- will be payable on Part Load Consignments (up to 5.5 ton) on "To pay" and "to be billed" GRs only. For door delivery at sites DD charges @ Rs. 250/- per GR per ton subject to minimum Rs. 250/- per GR will be payable on Part Load Consignments (up to 5.5 ton). **No DD/ Collection charges will be paid on freight PAID GRs and the transporters will have to deliver the consignments at BHEL Stores irrespective of whatever is mentioned on the GR.** Weight for above purpose will be taken as either actual weight or voluminous weight whichever is higher in line with clause 16 above.

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

#### **19. OCTROI CHARGES:**

**NOT Applicable**

#### **20. DIESEL ESCALATION CLAUSE:**

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

**20.2)** The rates of diesel will be based on Purchase Price of diesel purchased by BHEL at Varanasi.

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

**20.4)** The rates at which the work is awarded initially will remain firm for a period of three months

without any PVC.

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

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

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

### **21. VEHICLE PLACEMENT & LIFTING:**

**21.1)** Vehicle for loading will be placed at loading point by **10:00 AM**. All vehicles carrying materials to / from BHEL will be normally allowed to enter the plant only between 08:00 AM to 02:30 PM on working days. Wherever possible sufficient advance intimation in writing (email/ fax) shall be given for requirement of trucks/ trailers.

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

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

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

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

### **22. DESPATCH PREFERENCE:**

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

### **23. SMALL LOAD CERTIFIED AS FULL TRUCK LOAD:**

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

### **24. MIX-LOAD FREIGHT:**

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

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

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

**25. OPEN DELIVERY CERTIFICATE:**

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

**26. DELIVERY OF DOCUMENTS TO CONSIGNEE:**

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

**27. VEHICLE CATEGORISATION:**

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

**28. DETENTION CHARGES:**

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

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

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

**29. PERFORMANCE REVIEW:**

The performance of Transporters shall be reviewed periodically. Allotment of work load i.e. transportation of consignments to all destinations in India from anywhere to anywhere in India and continuance in contract will be related to performance as per detailed system given in Annexure G1 & G2. For better on line updation of vehicle movement and delivery particulars and better communication, the transporters shall be required to have Internet web/ E-mail facility at their branch offices. This is for booking, loading, vehicle requisition etc. through Internet Web/ E-mail. If this facility is not maintained, the offer of workload to the concerned transporter can be stopped. In case the performance is not found up to the mark, BHEL reserves the right to terminate the contract without any further reference to Annexure - G-1 & G-2.

**30. HILLY AREA FREIGHT**

Not applicable.

### **31. LIFTING OF CONSIGNMENTS:**

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

### **32. MECHANICAL BREAKDOWN OF TRUCKS / TRAILORS**

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

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

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

### **34. DESPATCH HOLD BY BHEL/ CUSTOMER**

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

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

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

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

### **36. SAFE CUSTODY**

The transporter shall be solely responsible of the safe custody of consignment from the item the documents are handed over to him till the consignments are delivered at the destination. Repeated failure in this regard shall viewed seriously and BHEL shall be free to take deterrent/ penal action on the transporter concerned e.g. suspension of business future business dealing. No separate charges for safe custody shall be payable by BHEL on any account at any stages the consignment are required and

delivered in safe and sound condition

### **37. ROUTE PERMIT/ NATIONAL PERMIT/ CLEARANCE**

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

### **38. MODE OF DESPATCH**

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

### **39. TIMELY PLACEMENT OF TRUCKS/TRAILORS FOR ALL INCOMING AND OUT GOING CONSIGNMENTS**

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

### **40. MISCELLANEOUS:**

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

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

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

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

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

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

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

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

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

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

submission of acknowledgements instead of at the time of booking.

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

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

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

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

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

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

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

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

**ANNEXURE –“D”****TENDER NO.: HERP/WCM/TRC/20222-24****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M01 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate (Rs) per MT per KM	Freight Value (Rs)
				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
M01	Distance up to 500 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	1,73,421	10.631%		0.10631 of X1
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	5,98,252	28.064%		0.28064 of X1
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	6,88,924	31.957%		0.31957 of X1
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	32,905	2.408%		0.02408 of X1
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	14,359	0.977%		0.00977 of X1
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	3,56,244	21.711%		0.21711 of X1
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	50,000	2.450%		0.0245 of X1
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	34,888	1.801%		0.01801 of X1
			<b>Total</b>	<b>19,48,993</b>		<b>Total</b>	<b>X1</b>

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

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

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

**3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.**

**4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**



**ANNEXURE –“D”****TENDER NO.: HERP/WCM/TRC/20222-24**  
**Technical Bid along with Unpriced Bid – Part – II****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M02 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate (Rs) per MT per KM	Freight Value (Rs)
				1	2	3	4
M02	Distance 501 to 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	5,40,362	12.937%		0.12937 of X2
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	18,84,081	36.343%		0.36343 of X2
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	10,62,355	17.476%		0.17476 of X2
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	96,332	2.787%		0.02787 of X2
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	50,000	1.351%		0.01351 of X2
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	10,22,150	22.019%		0.22019 of X2
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	2,62,002	6.003%		0.06003 of X2
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	50,000	1.084%		0.01084 of X2
		<b>Total</b>		<b>49,67,282</b>		<b>Total</b>	<b>X2</b>

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

A) Value of each category (col-4) = Total value quoted in Group (X2) X % weightage value of respective category (col-2)

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

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

**3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.**

**4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**

**ANNEXURE –“D”****TENDER NO.: HERP/WCM/TRC/20222-24****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M03 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate (Rs) per MT per KM	Freight Value (Rs)
				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>M03</b>	Distance more than 1000 KM	Full truck load above 5.5MT up to 7MT Size up to 488x205x205 cms. Over size up to 605x205x250 cms	A-I	10,48,709	15.369%		0.15369 of X3
		Consignment weight above 7 MT and up to 15 MT and Size up to 700x205x205 cms Over Size up to 800x205x250 cms	A-II	29,89,013	33.752%		0.33752 of X3
		Closed Body Truck (12 wheeler) Consignment weight above 15 MT to 20 MT	A-III	9,65,359	11.249%		0.11249 of X3
		Open truck load up to 9 MT Dimension : L/H up to 700/250cms and W: Above 205 up to 250cms	B-I	50,000	0.979%		0.00979 of X3
		Open truck load above 9 MT to 16 MT (10 Wheeler) Dimension: L=above 690 cms & up to 700 cms and width above 205 cm & up to 300 cm	B-II	50,000	0.877%		0.00877 of X3
		Trailer load – Single piece consignment weighing above 15MT upto 22MT; or Single piece having size L: Above 800 upto 1500 cms or W: Above 250 upto 550 cms or H: Above 250 upto 450 cms. Single piece weighing above 9MT upto 15MT & Width above 205 Cms ; or Length above 700 Cms & Width above 205 Cms	C-I	20,01,116	32.132%		0.32132 of X3
		Trailer load – Single piece or more than one piece consignments weighing above 22MT upto 27 MT (Beyond scope of C-1 category)	C-II	3,79,947	4.960%		0.0496 of X3
		Trailer load – Single piece / more than one piece consignment weighing above 27MT upto 35 MT (Beyond scope of C-2 category))	C-III	50,000	0.683%		0.00683 of X3
	<b>Total</b>	<b>75,34,144</b>		<b>Total</b>	<b>X3</b>		

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

- A) Value of each category (col-4) = Total value quoted in Group (X3) X % weightage value of respective category (col-2)
- B) Rate per KM-MT for each category = (value of each category (col-4)) / (Total MT-KM for respective category (col-1))

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

**3) Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.**

**4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**

**ANNEXURE –“D”****TENDER NO.: HERP/WCM/TRC/20222-24****Bill Of Quantity/ Scheduled of Rates / Unpriced Bid for M04 Group**

Group	Distance	Description	Category	BOQ (MTKM)	% Freight value of each categories	Rate (Rs) per MT per KM	Freight Value (Rs)
				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>M04</b>	All distances (Part Loads)	Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance upto 500 KM.	P-I	2,06,321	20.151%		0.20151 of X4
		Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance from 501 KM upto 1000 KM.	P-II	3,61,382	25.172%		0.25172 of X4
		Small consignments up to weight 5.5 MT and Size up to 488x205x205 cms. Over size up to 605x205x250 cms. Distance above 1000 KM	P-III	8,12,601	54.677%		0.54677 of X4
			<b>Total</b>	<b>13,80,304</b>		<b>Total</b>	<b>X4</b>

**Note: -**

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

A) Value of each category (col-4) = Total value quoted in Group (X4) X % weightage value of respective category (col-2)

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

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

**3)** Above rate shall be for normal size consignment, for ODC consignments the extra payments if any can be referred from para 3, 4, 5 and 6 of Annexure – C.

**4) Bidder should not write quoted price on this sheet. Quoted price to be provided in Price Bid only.**

**TENDER NO.: HERP/WCM/TRC/20222-24**

**Proforma for submission of freight bills**

Name of Transporter

Bill No.

Full Address

Date

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

We hereby submit our Bill for Transportation of your goods.

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

Total amount in words

Transporter

Signature of

Total amount in words

Verified for payment Rs. \_\_\_\_\_

Manager  
(Stores/ Traffic)

Engineer  
(Stores/ Traffic)

**Note:**

**1)** For open body and trailer consignments, size scale shall be affixed by the transporter and actual sizes shall be entered therein.

**2)** Deductions if any shall be indicated on the Bill itself giving related reference

**TENDER NO.: HERP/WCM/TRC/20222-24****CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

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

Sl.	PARTICULARS	Details	(REFERENCE TO ANNEX. NO. /PAGE NO.)
1	Name and full address of the tenderer & Head office	Yes/No	
2	FAX No./Phone No./ Email address/Mobile No.	Yes/No	
3	Name/Designation & Address of the official of tenderer to whom all the references shall be made	Yes/No	
4	Name and address of Directors/Partners	Yes/No	
5	India Bank Association (IBA) approval No. & documents submission. Validity of approval up to _____	Yes/No	
6	Whether all pages of Annexure-A,B,C, D,E, F,G, H, J, K , L and M or (A to M) signed & stamped as token of acceptance	Yes/No	
7	Validity of offer/rates to be quoted for 120 days from the date of opening of tender	Yes/No	
8	Details about type of the firm as per clause 3.4(Annex-A)	Yes/No	
9	Attested copy of Power of Attorney as per clause 3.4 (Annexure-A)	Yes/No	
10	PAN NO	Yes/No	
11	Office establishment, suitable Godown etc. at Varanasi Telephone no of office, Email _____	Yes/No	
12	Authority letter for person authorized if any fully attested by Notary	Yes/No	
13	Documents as per point 3 of Pre-qualification Bid - Part- I submitted	Yes/No	
14	Printed Branch List-Enclosed	Yes/No	
15	Confirm, you will quote against all the categories of group M01 or M02 or M03 or so on M10 as per Annexure-M and not for any specific categories.	Yes/No	
16	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.  Price bids of all techno-commercially qualified bidders shall be opened and same shall be		

	considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”	Yes/No	
17.	Any other information	Yes/No	

**Note:**

1. Copies of all the documents submitted by the bidder should be duly attested by Notary/ Gazetted officer/ Registrar of Company as applicable.
2. All the reference & details should be filled in neatly in the above statement.

(Signature of Tenderer)

**TENDER NO: HERP/WCM/TRC/20222-24**

**TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II**

**TRANSPORTER PERFORMANCE EVALUATION SYSTEM**

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

**1)** As per Clause 22 Annexure -"C" of contract the transporter having branch at / near destination are to be preferred. Roster will be made for allotment of work for destination (Annexure - "I") as per dispatch plan given by Shipping deptt. for each consignment being booked by all the approved transporters from BHEL to various customers.

**2)** As per Clause 29 Annex-"C" the continuance of the contract is subject to satisfactorily performance. The performance of each transporter will be assessed based on service quality, timely delivery and speed of response.

**3)** This performance evaluation system will cover Part Load, Full Truck and Trailer loads.

**4)** Against Transporter Performance System, the transporters shall be awarded points quarterly out of a total of 100 (please see enclosed Annexure-'G2'). These points will affect the award of work load i.e. transportation of consignment as under: -

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

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

**5)** In case of major complaints such as serious customer complaint/ Non delivery/ Non provision of Vehicle etc. the work of a particular transporter can be temporarily suspended for specified period.

**6)** If a transporter is suspended/ deleted from roaster on account of his performance or for any other reason, his LD amount, which is presently 4% per week (refer para -7.1 and para -7.2 Annexure-"C", shall be increased by 0.5 % per week per month of suspension e.g. it will be change from 4 to 4.5 % per week for first suspension of one month and so on. This change in percentage shall be applicable for the GR' issued after the date of the suspension for the remaining period of contract. However, the maximum limit of LD shall remain unchanged at 40% both in case of full vehicle load and as well as in smalls.

**TENDER NO. HERP/WCM/TRC/20222-24**  
**TECHNICAL BID ALONG WITH UNPRICED PRICE BID - PART-II**

**Transporter Performance Rating (TPR)**

**(Evaluation and Distribution of Points)**

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

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

**Transport Performance Rating (TPR) = QR+DR+SR**

**Quality Rating: (30 Points)**

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

**Delivery Rating (45 points)**

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

**Service Rating: (25 Points)**

**1)** Shipping movement information to be intimated by the transporters for delivery of critical consignment on demand of BHEL. 5 points to be awarded for such service.

**2)** For timely service, 5 points to be awarded/ deducted.

Base for timely service will be

- i)** Date of vehicle entry authorization / intimation
- ii)** Date of vehicle entering the plant.

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

**3)** Maximum 5 points to be awarded to the transporter by Store and Shipping Deptt. for readiness for help. Placement of correct vehicle.

**4)** Timely submission of monthly delivery report to BHEL as per clause-13 of Annexure-"C". (10 points)

- a)** Submission by 15th days ( +10)
- b)** Submission by 20<sup>th</sup> days ( + 5)
- c)** Submission after 20<sup>th</sup> days (0)



**TENDER NO. HERP/WCM/TRC/20222-24**

**SCHEDULE OF DISTANCES**

**Note:** Station to station distances are calculated and approved by the distance committee (not below the rank of DGM) of BHEL and Distance chart is given at BHEL, HERP Website [www.bhelherp.com](http://www.bhelherp.com). These distances are only to be used for calculation of freight.

**ANNEXURE-"I"****TENDER NO. HERP/WCM/TRC/20222-24****LIST OF MAJOR SITES FOR OUTGOING MATERIALS:**

<b>Sl. No.</b>	<b>Customer/project name</b>	<b>loading Station</b>	<b>ZONE</b>
1	ADHUNIK	JAMSHEDPUR	ER
2	ADITYA AL	BHUBANESHWAR	ER
3	ANGUL	ANGUL ORISSA	ER
4	AVANTHA-1	AVANTHA-1	ER
5	BAKRESWAR	BIRBHUM W.B.	ER
6	BARAUNI	BEGUSARAI BIHAR	ER
7	BARH	PARNA BIHAR	ER
8	BHILAI	DURG CHHATTISGARH	ER
9	BOKARO	BOKARO JHARKHAND	ER
10	BOKARO STEEL CITY	BOKARO JHARKHAND	ER
11	BONGAIGAON	BONGAIGAON ASSAM	ER
12	BUDGE BUDGE	CHOWRINGHEE SQUARE KOLKATA	ER
13	CESC/SOUTH GEN	CHOWRINGHEE SQUARE KOLKATA	ER
14	CHANDVA	CHANDVA	ER
15	DANAGADI - JAJPUR	JAJPUR ORISSA	ER
16	DERANG	ANGUL ORISSA	ER
17	DURGAPUR	KOLKATA	ER
18	FARAKKA	MURSHIDABAD W.B.	ER
19	I B THERMAL POWER STATION	BANAHARPALI JHARSUGUDA ORISSA	ER
20	TPCL JOJOBERA	JAMSHEDPUR	ER
21	KAHALGAON	BHAGALPUR BIHAR	ER
22	KANIHA	ANGUL ORISSA	ER
23	KODERMA	KODERMA	ER
24	KOLAGHAT	MIDNAPUR W.B.	ER
25	MEJIA	BANKURA W.B.	ER
26	MONNET ANGUL	ANGUL ORISSA	ER
27	MTPS	KANTI MUZAFFARPUR	ER
28	MUZAFFARPUR	KANTI	ER
29	NABINAGAR	AURANGABAD BIHAR	ER
30	PATRATU	HAZARIBAG JHARKHAND	ER
31	SANTALDIH	PURULIA W.B.	ER
32	TALCHER	ANGUL ORISSA	ER
33	TENUGHAT	BOKARO JHARKHAND	ER
34	1X250 ROURKELA	ROURKELA	ER
35	ANPARA ATPS	ANPARA SONEBHADRA UP	NR
36	BADARPUR	BADARPUR NEW DELHI	NR
37	BAIRASIUL	SURANGINI CHAMBA H.P.	NR
38	DADRI	GAUTAM BUDH NAGAR U.P.	NR
39	DHARASU	CHINYALISOUR UTTERKASHI	NR
40	FARIDABAD	HARYANA	NR
41	GHTP	BATHINDA PUNJAB	NR
42	GOINDWAL-2	GOINDWAL-2	NR

43	HARDUAGANJ	KASIMPUR ALIGARH UP	NR
44	HEEP	HARDWAR UTTARANCHAL	NR
45	IPGCL	IPGCL	NR
46	JAGDISHPUR	SULTANPUR U.P.	NR
47	JHANSI	JHANSI U.P.	NR
48	LJHP	BEMINA SRINAGAR	NR
49	NAYA NANGAL	NAYA NANGAL PUNJAB	NR
50	OBRA ATPS	SONEBHADRA U.P.	NR
51	PANIPAT	PANIPAT HARYANA	NR
52	PANKI	KANPUR U.P.	NR
53	PARICHHA	JHANSI U.P.	NR
54	PHULPUR	GHIYANAGAR ALLAHABAD	NR
55	RENUKOOT	SONEBHADRA U.P.	NR
56	REBUSAGAR	SONEBHADRA U.P.	NR
57	RIHAND	SONEBHADRA U.P.	NR
58	ROPAR	ROPAR PUNJAB	NR
59	RUDRAPUR	UDHAM SINGH NAGAR UTTARANCHAL	NR
60	SINGRAULI	SONEBHADRA U.P.	NR
61	TANDA	AMBEDKARNAGAR U.P.	NR
62	UNCHA HAR	RAEBARELI U.P.	NR
63	2X660 KHURJA	KHURJA	NR
64	1X660 PANKI	PANKI	NR
65	BELLARY	BELLARY KARNATAKA	SR
66	HYDERABAD	RAMACHANDRAPURAM A.P.	SR
67	KAKATIYA	WARANGAL A.P.	SR
68	KALINADI	BELLARY KARNATAKA	SR
69	KAYAMKULAM	Alleppey Alappuzha KERALA	SR
70	KOTHAGUDEM	KHAMMAM A.P.	SR
71	METTUR	METTUR DAM TAMILNADU	SR
72	MYSORE CEMENT LIMITED	TUMKUR KARNATAKA	SR
73	NCTPS	CHENNAI	SR
74	NEYVELI	NEYVELI	SR
75	NTPL TUTIKORIN	TUTIKORIN T.N.	SR
76	RAICHUR	RAICHUR KARNATAKA	SR
77	RAMAGUNDEM	KARIMNAGAR A.P.	SR
78	RAYALSEEMA	KAPADA A.P.	SR
79	SIIL TUTICORIN # 1	TUTICORIN T.N.	SR
80	SIMHADRI	VISHAKHAPATNAM A.P.	SR
81	TRICHY	TIRUCHIRAPALLI T.N.	SR
82	TUTICORIN	HARBOUR ESTATE TUTICORIN T.N.	SR
83	VALLUR	TIRUVALLUR T.N.	SR
84	VIJAIWADA	HYDERABAD A.P.	SR
85	2X660 MW KARIMNAGAR	KARIMNAGAR	SR
86	2X660 UDANGUDI	UDANGUDI	SR
87	2X800 UPPUR	UPPUR	SR
88	1X800 YERAMARUS	YERAMARUS	SR
89	AMARKANTAK	JABALPUR	WR

90	BHOPAL	PIPLANI BHOPAL	WR
91	BHUSAWAL	JALAGAON M.S.	WR
92	BINA TPP-1	BINA SAGAR M.P.	WR
93	CHANDERIA	CHITTORGARH RAJASTHAN	WR
94	CHANDRAPUR	CHANDRAPUR MAHARASHTRA	WR
95	CHHABRA	BARAN RAJASTHAN	WR
96	DAHANU	THANE MAHARASHTRA	WR
97	DHOLPUR	JAIPUR	WR
98	EPIL AMRAVATI # 5	AMARAVATI MAHARASHTRA	WR
99	GANDHINAGAR	GUJRAT	WR
100	HZL	CHANDERIYA CHITTORGARH RAJASTHAN	WR
101	IRL NASIK	NASIK MAHARASHTRA	WR
102	JINDAL POWER LIMITED	RAIGARH CHATTISGARH	WR
103	KHAPERKHEDA	KHAPERKHEDA MAHARASHTRA	WR
104	KORADI	PRAKASHGAD MUMBAI	WR
105	KORBA	RAIPUR CHATTISGARH	WR
106	KOTA	SAKATPURA KOTA RAJASTHAN	WR
107	MAHAN AL-VI	SINGRAULI M.P.	WR
108	MALWA	JABALPUR M.P.	WR
109	MARWA	RAIPUR CHATTISGARH	WR
110	MAUDA STPP-1	NAGPUR MAHARASHTRA	WR
111	MOUDA	NAGPUR MAHARASHTRA	WR
112	MUMBAI	CARNAOBUNDER MUMBAI	WR
113	NARMADANAGAR	BHARUCH GUJARAT	WR
114	NASIK	PRAKASHGAD MUMBAI	WR
115	NEW-PARLI	PRAKASHGAD MUMBAI	WR
116	OP JINDAL STPP	RAIGARH CHATTISGARH	WR
117	PARAS	AKOLA MAHARASHTRA	WR
118	PARLI	PRAKASHGAD MUMBAI	WR
119	SABARMATI	AHMADABAD GUJARAT	WR
120	SATPURA	RAMPUR JABALPUR M.P.	WR
121	SGTPS	RAMPUR JABALPUR M.P.	WR
122	SIKKA	JAMNAGAR GUJARAT	WR
123	SIPAT	BILASPUR CHHATTISGARH	WR
124	SURATGARH	SURATGARH RAJASTHAN	WR
125	TROMBAY GENERATION STATION	CHEMBUR MUMBAI	WR
126	UKAI	SURAT GUJARAT	WR
127	VINDHYACHAL	SINGRAULI M.P.	WR
128	VSTPS	SIDHI M.P.	WR
129	WANAKBORI	KHEDA GUJARAT	WR
130	4 X660 MW BARETHI	BARETHI	WR

**TENDER NO.: HERP/WCM/TRC/20222-24**

**LIST OF BANKERS (For Bank Guarantee)**

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

**TENDER NO. HERP/WCM/TRC/20222-24**

**BANK GUARANTEE BOND**

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

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

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

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

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

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

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

4. We, \_\_\_\_\_, further agree that the Guarantee herein contained  
shall

(Indicate the name of Bank)

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

**5.** We, \_\_\_\_\_, further agree with the  
(Indicate the name of Bank)

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

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

**7.** We, \_\_\_\_\_, lastly undertake not to revoke this guarantee

(Indicate the name of Bank)

during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of Bank)

**TENDER NO. HERP/WCM/TRC/20222-24**

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

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



**TENDER NO.: HERP/WCM/TRC/20222-24**

**Terms & Conditions of Reverse Auction**

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

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

E.F.T. Form  
(TO BE RETURNED TO THE COMPANY)

REF: AUTHORISATION OF ALL PAYMENTS THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM TO BHEL-HERP, VARANASI

(TO BE FILLED IN CAPITAL LETTERS)

**1. NAME OF THE BENEFICIARY**

B	H	A	R	A	T	H	E	A	V	Y	E	L	E	C	T	R	I	C	A	L	S	L	I	M	I	T	E	D		
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	--

**2. ADDRESS**

H	E	R	P	T	A	R	N	A	S	H	I	V	P	U	R	V	A	R	A	N	A	S	I						
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--

PIN CODE:	2	2	1	0	0	3
-----------	---	---	---	---	---	---

**3. TELEPHONE NO. WITH STD. CODE**

0	5	4	2	3	0	7	6	0	0	8																		
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**4. BANK PARTICULARS**

**A) BANK NAME**

S	T	A	T	E	B	A	N	K	O	F	I	N	D	I	A														
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**B) BANK TELEPHONE NO.**

0	5	4	2	2	5	0	3	2	1	0																		
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**C) BRANCH ADDRESS**

M	A	I	N	B	R	A	N	C	H	V	A	R	A	N	A	S	I	N	E	A	R	K	A	C	H	A	H	A	R	I	
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--

PIN CODE:	2	2	1	0	0	1
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**D) BANK FAX NO. (WITH STD CODE)**

0	5	4	2	2	5	0	8	2	8	0																		
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**E) BANK IFSC CODE**

S	B	I	N	0	0	0	0	2	0	1																			
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**F) 9 DIGIT MICR CODE OF THE BANK BRANCH**

2	2	1	0	0	2	0	0	2
---	---	---	---	---	---	---	---	---

*Prakash*

G) BANK ACCOUNT NO.

1	1	1	0	3	2	6	4	8	2	0																																			
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

I) IF OTHERS, SPECIFY

--	--	--	--	--

5. PERMANENT ACCOUNT NO.

A	A	A	C	B	4	1	4	6	P
---	---	---	---	---	---	---	---	---	---

6. EMAIL Address for intimation regarding release of payments.

v	p	a	@	b	h	e	l	.	i	n																																		
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible.

Our current account is a non operating account and meant for collection of cheques and DD's only. The day end balance is transferred to our centralised cash credit account maintained with CAG branch New Delhi. Therefore we cannot furnish any cancelled cheque.

DATE

1	0	/	0	8	/	2	0	1	5
---	---	---	---	---	---	---	---	---	---

SIGNATURE

(AUTHORIZED SIGNATORY)

रोहित कुमार पांडे /Rohit Kumar Pandey  
वरि. लेखा अधिकारी/Sr. Accounts Officer  
बी. एच. ई. एल., हर्ष वाराणसी  
BHEL, HERP Varanasi

OFFICIAL STAMP

BANK CERTIFICATION

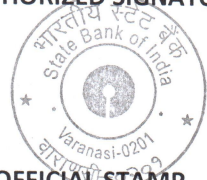
It is certified that above mentioned beneficiary holds a bank account No. 11103264820 with our branch and the Bank particulars mentioned above are correct.

DATE


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SIGNATURE

(AUTHORIZED SIGNATORY)



OFFICIAL STAMP

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

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


**Section-I: COMPANY PROFILE AND GENERAL INFORMATION**

**Section-II : RESOURCES OWNED BY THE COMPANY**

**Section-III : WORK EXPERIENCE**

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

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
  - ii) Completion Certificates (Any one of the following):
    - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
    - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
    - c) Self attested copies of „Final Bill“ verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
    - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
  - iii) Relevant documents for each „WORK EXPERIENCE“ format being filled up are to be submitted.
4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention “Not Applicable”. The form is to be signed by the authorised signatory.
  5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
  6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
  7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
  8. Incomplete forms will be rejected.
  9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
  10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
  11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

	<b>Annexure-C</b> Check List for Contractor Registration Form	<b>Document No.</b>	<b>AA:MM:SR:01</b>
		<b>Revision No.</b>	<b>01</b>
		<b>Page No.</b>	<b>II of II</b>

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

**Signature & seal**

**Date :**

(Authorised Signatory)

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

## BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

### SECTION-I: Company Profile & Organisational Information

#### 1.1 GENERAL INFORMATION

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

**BHARAT HEAVY ELECTRICALS LIMITED  
CONTRACTOR REGISTRATION FORM**

**SECTION-I: Company Profile & Organisational Information**

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

**BHARAT HEAVY ELECTRICALS LIMITED  
CONTRACTOR REGISTRATION FORM**

**SECTION-I: Company Profile & Organisational Information**

**1.2 OWNERSHIP INFORMATION**

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

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

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

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

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

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



## BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

### SECTION-I: Company Profile & Organisational Information

#### 1.3 REGISTRATION PARTICULARS

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

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

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

## BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

### SECTION-I: Company Profile & Organisational Information

#### 1.5 OTHER PARTICULARS

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

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

## BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

### SECTION-I: Company Profile & Organisational Information

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

### 1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

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

Legend:

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

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CONTRACTOR REGISTRATION FORM**

**SECTION-II: Resources owned by the company**

RESOURCES

A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year	Quantity	Remarks

1. Please indicate all important T&Ps, Machinery owned by Company
2. Please use additional sheets if required

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CONTRACTOR REGISTRATION FORM**

**SECTION-II: Resources owned by the company**

B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year of make	Quantity	Next Calibration due	Remarks

1. Please indicate all important Inspection, Measuring and Testing Equipments owned by Company
2. Please use additional sheets if required

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CONTRACTOR REGISTRATION FORM**

**SECTION-II: Resources owned by the company**

- C) TIEUPS or RATE CONTRACTS ENTERED INTO BY THE COMPANY FOR PROVIDING VARIOUS SERVICES WHICH THE COMPANY PROPOSES TO INDICATE

SL NO	SERVICES FOR WHICH TIEUPS / RATE CONTRACTS ENTERED FOR PROVIDING SERVICES	PLEASE INDICATE WHETHER SHORT TERM ( 1 YEAR) OR LONG TERM (ABOVE 1 YEAR)	Remarks

1. Please indicate all important Tie Ups entered by Company for providing various services
2. Please use additional sheets if required



**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.



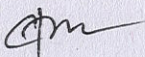
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit 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 Bidder (s)/ Contractor (s) / Sub-contractor (s)**

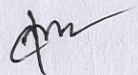
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all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

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

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

**Section 8 -Independent External Monitor(s)**

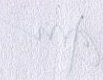
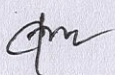
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are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



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

#### Section 9 - Pact Duration

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



**Section 10 - Other Provisions**

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

*(C.P. Yadav)*  
*Manager (WEM)*

For & On behalf of the Principal  
 (Office Seal)

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

Place Varanasi  
 Date 17/10/22

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

**Clause on IP in the tender**

**Integrity Pact (IP)**

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

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

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

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

**Details of contact person(s):**

(1)  
Name: C. P. Yadav  
Deptt: WCM  
Address: BHEL-HERP, VARANASI  
Phone: (Landline/ Mobile)  
8052365666  
Email: cp@bhel.in  
Fax: \_\_\_\_\_

(2)  
Name: N. C. Halder  
Deptt: Commercial and WCM  
Address: BHEL-HERP, VARANASI  
Phone: (Landline/ Mobile)  
8874200822  
Email: nch@bhel.in  
Fax: \_\_\_\_\_

*qm*  
*17/10/22*