



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Phone: 040-23182465; e-mail: sdm@bhelhyd.co.in

(Stores Department-CMM)

Ref.No.: CMM-Stores/CC/MM/2011/5

Date: 01.07.2011

To

M/s

Sub:- Despatch of 2 No.s of Deaerator Storage Tanks from BHPV, Vizag to IOCL, Paradip Site by Multi Modal Transport (Road-Sea-Road) - Reg.,

Two No.s of Deaerator Storage Tanks are to be despatched from Lova Gardens, BHPV, Vizag to IOCL, Paradip Site, Orissa through **Multi Modal Transport (Road-Sea-Road)** (Details enclosed at Annexure A). Schedule: 1st one in July & 2nd in August 2011.

Description of consignment	: Deaerator Storage Tank
No. of consignments	: 2 (two)
Size of each consignment	: 52.5 x 4.3 x 4.6 Mtrs.
Weight of the each consignment	: 120 MT

Sealed tenders under two part bid system are invited from reputed, IBA recommended, financially sound transport contractors who are experienced in Multi-modal transportation of heavy ODC consignments for the award of contracts for transportation of 2 No.s of Deaerator Storage Tanks from Lova Gardens, BHPV, Vizag to IOCL, Paradip Site by **Multi Modal Transport (Road-Sea-Road)**. **Only those bidders who meet our qualifying requirements (SECTION-I) will be considered for evaluation . A pre-bid meeting shall be held in BHEL-Hyderabad on 12.07.2011 at 1000hrs.** Please submit your quotation for transportation of 2 No.s of Deaerator Storage Tanks by Hydraulic Axiles/Barge from Lova Gardens, BHPV, Vizag to IOCL, Paradip Site along with duly signed terms & conditions (Annexures – A to H enclosed).

- Sale of Tender documents : From 05.07.2011 to 19.07.2011 – 09.00 Hrs. to 13.00 Hrs.
- Last date for receipt of tender : 19.07.2011 upto 13.00 Hrs.
- Pre Bid date & time : 12.07.2011 at 10.00 Hrs.
- Date of Tech. Bid opening : 19.07.2011 upto 13.30 Hrs.
- Cost of Tender document : Rs.2,000/- (Rupees two thousand only)
- Earnest Money Deposit : Rs.2,00,000/- (Rupees two Lacs)

Tender documents are to be downloaded from our website www.bhel.com. Cost of the tender document and EMD shall be paid through DD's (in favour of BHEL and payable at Hyderabad) along with the Techno- Commercial bid. **Any Corrigendum/extension of due date shall only be published in the BHEL website and not through News Papers.**

Thanking you,

Yours faithfully,

(SADANANDAM)
SR.MANAGER/STORES (CMM)

- Encl: 1) Annexures - A,B,C,D,E,F,G&H.
2) Techno-Commercial bid
3) Price Bid Format - Annexure-H



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Phone: 040-23182465; e-mail: sdm@bhelhyd.co.in

(Central Materials Management - Stores)

Ref. No.: CMM-Stores/CC/MM/2011/5

Date: 01.07.2011

TECHNO-COMMERCIAL BID

TERMS & CONDITIONS

SECTION - I:-

Quotations are invited from reputed, IBA recommended, financially sound transport contractors who are experienced in **Multi Modal Transport (Road-Sea-Road)** of heavy and ODC consignments for the award of contract for transportation of 2 No.s of Deaerator Storage Tanks from Lova Gardens, BHPV, Vizag to IOCL, Paradip Site, Orissa through **Multi Modal Transport (Road-Sea-Road)**.

The offer shall be submitted as per the instructions of tender document. Only one set of tender document signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further. Price shall not be mentioned anywhere except in the relevant price schedule only and to be submitted in sealed envelope. No alteration/ changes/deviations by bidders is permitted in the tender/NIT enclosed herewith.

Sl. No	<u>ELIGIBILITY CRITERIA</u>	Annexure	Comments/ Remarks by bidders	Compliance enclosed at Page..... of offer
1	<u>FLEET OWNERSHIP OF HYDRAULIC AXLES/PULLERS /BARGES/TUGS</u>	Notarized documentary Proof to be submitted		
1.1	The bidder should own a minimum of 35 Hydraulic Axles (Ownership either in the name of the company or in the name of Partners/Directors) and 6 Prime Movers (Pullers) of 520 HP confirming to the relevant provisions of MV Act.			
1.2	The bidder should own/lease atleast one Flat Top IRS approved registered Barge of minimum 1000 DWT, length 70 mts and width 12 mts	Notarized documentary Proof to be submitted		
1.3	The bidder should also own an MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 5 MT.	Notarized documentary Proof to be submitted		

Sl. No	<u>ELIGIBILITY CRITERIA</u>	Annexure	Comments/ Remarks by bidders	Compliance enclosed at Page..... of offer
2	<u>IBA RECOMMENDATION</u> : The bidder should have an IBA recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the contract.	Notarized documentary Proof to be submitted		
3	<u>ANNUAL TURNOVER:</u> Minimum Turnover per Financial year (with respect to freight revenue only) as follows. (1) 2008-09 Rs. 10 . 00 Crores (Rupees Ten Crores only) (2) 2009-10 Rs. 12 . 00 Crores. (Rupees Twelve Crores only) (3) 2010-11 Rs. 14 . 00 Crores. (Rupees Fourteen Crores only)	Notarized documentary Proof to be submitted		
4	Bidder should also have experience in towing at least one Flat Top Barge and submit documentary evidence of the same.	Notarized documentary Proof to be submitted		
5	The bidder should have handled at least two Multi Modal Transport (Road-Sea-Road) contracts weighing minimum of 120 MT and consignment length 60 mts using his own barge or leased barge.(Details to be enclosed at Annexure-C)	Notarized documentary Proof to be submitted (Annexure-C)		
6	<u>GAZETTE NOTIFICATION:</u> The bidder's name should figure on the Gazette published by the Ministry of Shipping, Road Transport & Highways (Department of Road Transport and Highways).	Notarized documentary Proof to be submitted		
7	BANKER'S CERTIFICATE	Annexure B		
8	Memorandum of the articles of the company/Valid Registered Partnership Deed and Power of Attorney where ever applicable.	Notarized documentary Proof to be submitted		

Sl. No	<u>ELIGIBILITY CRITERIA</u>	Annexure	Comments/ Remarks by bidders	Compliance enclosed at Page..... of offer
9	Annual Reports/Accounts for the financial years 2008-'09, 2009-'10 and 2010-'11 (Provisional or final) duly audited/certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of bidder, other than limited company, the annual account so submitted should be the same as submitted to Income Tax Authorities. The bidder shall mention the clear postal address of the income Tax Authority where the I.T returns are submitted.	Notarized documentary Proof to be submitted		
10	Documentary proof of experience and providing Multi Model Transportation service for BHEL Sister units/PSU's if any(not mandatory).	Notarized documentary Proof to be submitted		
11	List of Hydraulic Axles and Prime Movers with Registration No.s and type of Axles is to be furnished along with Photostat copies of R.C Books duly attested by Notary. The bidder shall endorse on each R C book, the postal address of the RTA where the axles and Prime Movers are registered.	Notarized documentary Proof to be submitted		
12	Copy of "PAN allotment letter issued by Income Tax Authorities" duly attested by notary.	Notarized documentary Proof to be submitted		
13	Copy of Income Tax Clearance Certificate/SARAL or proof of having submitted the returns for the assessment years 2008-09, 2009-10 and 2010-11.	Notarized documentary Proof to be submitted		
14	Letter of compliance for NIT conditions.	ANNEXURE-E		
15	Integrity Pact	ANNEXURE-F		
16	Drawing	ANNEXURE-G		
17	Price Bid	ANNEXURE-H		

SECTION - II:-

- 01) The bids shall be submitted in two parts (a) Techno-Commercial bid and (b) Price bid.
- 02) The first envelope should contain Techno-Commercial bid with all the supporting documents for qualification requirements mentioned in section I as above.(No originals to be enclosed). DD/PAY ORDER towards cost of tender documents, EMD and any other information/conditions the bidder would like to submit shall be kept in the same cover. The filled in information in the enclosed proformas (ie., Annexures-B, C, D E & F) along with the Terms & Conditions duly signed on all pages shall be submitted in the same cover. The Techno-Commercial bid envelope shall be sealed and superscribed with **“Techno-Commercial bid for Multi Modal Transport (Road-Sea-Road) of Deaerator Storage Tanks vide tender Ref. No.CMM-Stores/CC/MM/2011/5 dated 01.07.2011”**. Transport Charges shall not be mentioned anywhere in the Techno – Commercial bid.
- 03) (a) The second envelope shall contain only price bids towards transportation of the 2 No.s of Deaerator Storage Tanks as per proforma enclosed in Annexure F. The rates quoted shall be firm during the contract. Any mention like **“actuals”** or **“approximate”** on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. The envelope shall be sealed and superscribed with **“Price bid for Multi Modal Transport (Road-Sea-Road) of Deaerator Storage Tanks vide tender Ref. No. CMM-Stores/CC/MM/2011/5 dated 01.07.2011”**. The rates quoted shall be inclusive of all Taxes and Duties as detailed at clause No. 15 below.

(b) If any bidder submits combined rates or gives the price in the Techno-Commercial bid, his offer is liable to be rejected.
- 04) Both the above two sealed covers envelopes shall be kept into another sealed cover. The cover shall be superscribed with **“Quotation for Multi Modal Transport (Road-Sea-Road) of Deaerator Storage Tanks: Tender Ref. No. CMM-Stores/CC/MM/2011/5 dated 01.07.2011”**. This cover consisting of two sealed envelopes ie., (1) Techno – Commercial bid and (2) Price bid shall be addressed to Sr. Manager/Stores (CMM), 36/11 Bldg., Ground Floor, BHEL, RC Puram, Hyderabad-32. **The tender cover should be dropped at Vendor Complex, Beside Administrative building, Bharat Heavy Electricals Limited, RC Puram, Hyderabad-502 032** to reach on or before **19.07.2011 by 13.00 Hrs.** BHEL is not responsible for any postal delay.
- 05) **The Techno-Commercial bids shall be opened at 13.30 Hrs on the same day** in the presence of those bidders who choose to be present. BHEL may opt for REVERSE AUCTION route for arriving at L1 price for the techno-commercially qualified bids.
- 06) An amount Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid towards EMD by DD/PAY ORDER from any Scheduled Banks / Public Financial Institutions as defined in the companies Act, drawn in favour of **“BHARAT HEAVY ELECTRICALS LIMITED PAYABLE AT HYDERABAD** and the same shall be enclosed to the “Techno-Commercial bid”, along with

enclosed EFT mandate duly filled (Annexure-D). The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the agency shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of acceptance of award of work by the successful bidder. In respect of successful bidder, the EMD shall be adjusted towards Security Deposit. No interest on EMD amount shall be paid by BHEL.

07) EMD/SD by the bidder will be forfeited, if :-

- (1) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- (2) The bidder does not commence the work within the period as per LOI / Contract and increase of non-performance of the contract.
- (3) Failure to enter into agreement within a week of awardal of contract.

08) Security Deposit:

The successful transporter has to pay Security Deposit (SD) as per the following guide lines:

The EMD will be converted as a part of total SD.

Further the balance amount of SD is to be paid as indicated below.

Up to Rs. 10 lakhs : 10%

Above Rs. 10 lakhs upto Rs. 50 lakhs : 1 lakh + 7.5% of the amount
exceeding Rs. 10 lakhs

Above Rs. 50 lakhs : Rs. 4 lakhs + 5% of the amount
exceeding Rs. 50 lakhs.

The Contractor shall pay the Security Deposit within a week after award of contract.

08.1) Security Deposit may also be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates shall be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% shall be remitted either by cash or in the other form of security. The Bank Guarantee format shall have the approval of BHEL.

- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor. A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be paid before start of the work and the balance 50% shall be recovered from the running bills
- viii) EMD of the successful transporter shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
- x) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due to BHEL

NOTE: Acceptance of Security Deposit against Sl.No. (iv) and (vi) shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connection therewith.

- a) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
 - b) If any transporter submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.
- 09) BHEL reserves the right to accept / reject the tender either in full or in part at their discretion without assigning any reason thereof. Tender will be awarded to L1 transporter on lowest rate basis. The L1 bidder has to solely execute the job/jobs during the contract period.
 - 10) The successful transporters shall enter into an agreement prior to taking up the job on Non-Judicial stamp Paper worth Rs.100.00 at his cost. The agreement shall be entered with immediate effect after the LOI received.
 - 11) Failure to enter into agreement or failure to supply the Axles, Barge as well as Tug etc., essential for the activity within 5 days from the date of intimation shall lead to forfeiture of EMD / SD and termination of contract. In such an event BHEL reserves the right to engage trailers from other successful transporters (ie., L2 to L5 in this tender), at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the L1 transporter.
 - 12) **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / Port Authorities or any other agencies for movement of the Axles / Barge / Tug enroute shall be obtained by the contractor at his cost. It is the responsibility of the agency to obtain all fitness certificates for the above at his cost valid for the entire transaction. No extra claim is allowed on the accepted rate on any account. Any delay in delivery of the equipment due to non- availability of permission from above agencies shall be to the account of the transporters.

- 13) **LOADING & UNLOADING:** Loading onto axles shall be done by BHPV,Vizag. Unloading from the axles is in the scope of PSSR/BHEL, Paradip.
- The length of the consignment shall not exceed the platform length of the axle combination deployed to suit weight considerations.
- Adequate Number of Axles to be deployed to ensure the Deaerator Storage Tanks axis is straight without sagging.
- Vendor to ensure that atleast the first and last saddles are compulsorily supported / resting on axles.
- Loaded barge shall be driven by a TUG
- 14) **DETENTION CHARGES** : Free time of **4** days shall be allowed for loading and **7** days for unloading on placement of the trailer. Trailer should be made available and be ready to pick up the consignment within **5** days from the time of intimation. **The detention charges of Rs.1500/- per day per Axle** shall be paid to the contractor beyond the free period mentioned above. Detention Charges as above are inclusive of Prime Mover also.
- 15) **VALIDITY OF PRICE BIDS** : The quoted rates are valid for a period of 6 (six) months from the date of tender opening. The rates quoted shall be firm and valid for the contract period and no revision shall be considered for any reason whatsoever. The rates quoted shall be inclusive of all taxes, surcharge, hamali enroute, statistical charges, any readjustment, lashing etc(except Service Tax, Port and Wharfage charges). Service Tax, Port and Wharfage charges if any, shall be reimbursed on submission of documentary evidence. The rates shall also include the cost of Electrical Works, Civil Works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, usage of cranes, Jetty Point preparation etc. Wherever required enroute and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
- OCTROI CHARGES (if any) is in the scope of transporter.
- 16) **ROUTE SURVEY:** The transporter shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the ODC consignments and submit a detailed route survey report containing all important stations and relevant information regarding and obstructions enroute Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc bidders may make their own assessment based on their route survey, and specify the route proposed for road transport and the sea ports selected as port of origin. Proposed route of transportation & approx. distance shall be furnished without compromising Safety & Statuary requirements.
- 17) The bidder should also posses experience in construction of by-passes and experience in construction RO-RO jetty.
- 18) The bidder should arrange suitable watch and ward at the warehouses, port and enroute in adequate numbers.

- 19) The bidder should arrange necessary Material Handling Equipment for safe loading unloading / handling of equipment at Port of Origin/Port of Discharge/Storage Facility / enroute etc.
- 20) The bidder should arrange suitable Barge in requisite number as per required schedule for safe and timely transportation of ODC through waterways.
- 21) **The bidder should firm-up Barge sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by the General of Shipping with regards to foul weather and obtain all required clearances / permit from all Governmental/non-Governmental authorities for transportation of ODC's through sea route.**
- 22) Bidder is responsible for Shipping / transportation of the ODC's from Storage facility port of origin un-loading on the barge/Ship, property placing holding / tying / fastening/lashing / securing the cargo on Barge.
- 23) Bidder should construct suitable RO-RO Jetty at the identified location at Port of Discharge in a timely manner for safe and timely transportation of ODC.
- 24) Bidder should firm-up inland road transport route from Port of Discharge to Project Sites after carrying out route survey. Identify roads, bridges etc requiring further strengthening, modification, construction of bypasses and generate BOQ for such safe transportation. While identifying route, distribution of loads on bridges and culverts including preparing of bridges shall be considered as per the statutory norms.
- 25) Bidder is also responsible to Strengthen and modify road, bridges etc and contract by passes wherever required after obtaining necessary permissions from all concerned authorities. All traffic diversion measures to be taken as required to ensure the safe and timely delivery of all consignment, to site.
- 26) Bidder shall provide escort during entire transportation from BHPV, VIZAG till Project site with every consignment who shall apart from his other responsibilities be also responsible to take care of side and overhead clearance while travelling through densely populated area. Bidder to avoid passing through such places as far as possible while selecting the route and if necessary to be done during night in order to minimize inconvenience to the public.
- 27) Arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain from receipt of cargo in BHEL to delivery of the same at site.
- 28) Finalize entire transportation schedule so as to meet the project schedule requirement.
- 29) Coordinate damage assessment / clarification, reporting, lodging First information Report with local Government authorities. To coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 30) Total transit period permitted of 21 days is worked out as under.
 - a) Movement of consignment from Lova Gardens, BHPV, Vizag to Jetty Point: **2 (two) days**
 - b) Ocean/Sea Port Carriage from Land port to Discharge Port: **15 days**
 - c) Inland movement of the consignment from Port of discharge to site: **4 days**

Timely delivery is the essence of the contract.

- 31) a) It is the responsibility of the Bidder to ensure that the age of the vessel being offered for ocean/sea carriage is **less than 25 years** and complies with all the necessary regulations of international trade and Insurance regulations. Shipping Corp. of India owned vessels are exempted from age restriction. Vessels approved by M/s. New India Assurance Co. and thus exempted from payment of any overage extra insurance premiums are also acceptable.
- b) All taxes, charges and dues of vessel, if any, during execution of this contract shall be on bidder account both in load port and in the discharge port.
- 32) For Heavy Haulage (Road Transport), successful bidder will be required to conduct a Route Survey as per the existing rules/laws/statutory provisions of local governments/central government and submit a copy of the survey to BHEL Clearances for transport of Over Dimensional cargo / Power blocks is to be obtained by bidder from the relevant authorities. All levies, statutory fees or any charge levied by any authority on this account shall be borne by the bidder. If any civil work like widening of Road, strengthening of Bridges / Culverts etc have to be carried out to facilitate safe transportation than the same would have to be borne by the bidder and will not have any financial bearing on BHEL.
- 33) **OBSERVANCE OF LOCAL LAWS:**
- 1) The bidder shall comply with all Laws, Statutory Rules, Regulations etc. The bidder shall obtain all necessarily permits/approval from the local Governing Body. Police and other concerned Authorities as may be required under law.
- 2) The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be Leviable on account of any of the operations connected with execution of this contract.
- 3) The bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 34) All port charges like wharfage, storage, detention charges, Stamp Duty Charges etc., shall be to the bidder's Account.
- 35) Bidder should obtain all required clearances/permit from all Governmental/non-Governmental authorities Eg. NHAI/PWD/CPWD, State Electricity Boards, Railways, Communication Depts., P & T, Traffic, Police Dept., etc including Private Parties/Persons for Transportation of ODC through inland road transport route identified by the bidder.
- 36) The actual shipment particulars may vary and shall be known at an appropriate stage from BHEL.
- 37) Bidder shall be allowed to use only those T &Ps and hardware, which are reasonably in excellent working condition, tested for safe operation and adequate in capacity and size. The bidder shall also submit along with bid, the proof of owning / tie up with owning agency, for the major T&P's.
- 38) Bidder shall ensure timely and continuous unloading cargo from incoming Trailer / Barge/Ship and transportation of the same to site. Any demurrage or associated costs due delay in unloading Trailer / Barge/Ship etc shall be to the Bidder's account.

- 39) Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, temporary supports rollers and guides etc. required for receiving string, handing and transporting the said cargo.
- 40) Bidder shall prepare all the necessary documents in required number of copies to accompany with Barge / Ship Trailer while leaving for site from the port to ensure smooth transportation without hindrance from any Government or local agency on the way.
- 41) Bidder will work round the clock at the port / storage facility / enroute. Bidder shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.
- 42) The cost of liaison and co-ordination with all concerned authorities will be to bidder's account.
- 43) Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
- 44) Bidder shall own all risks and responsibility from the time of taking over the cargo at the port of origin till safe delivery at project site and taking over by BHEL or their authorized representative at site.
- 45) Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage facility / project site. Movement status of various trailers as on date, constraints if any, etc.
- 46) All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to non compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
- 47) Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 48) Bidder shall depute atleast one competent person with all communication aids(Eg. Mobile, fax etc) at each of the following places. Port of Origin/ Port of Discharge/Project Site to ensure proper coordination of logistics for the entire duration of the contract. The cost associated with the same shall be included in the unit rates.
- 49) Vehicle shall not be loaded beyond permissible limit approved by Government Authorities. In the event of such occurrences , bidder shall be responsible for all penalties levied and shall pay from their own account.

50) **Both the consignments shall use Volvo 520 prime movers.**

For hydraulic trailer consignments load per axle shall not exceed to 16 MT. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Qualified & experienced drivers hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle the credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from CMM Stores.

51) **GPS BASED VEHICLE TRACKING SYSTEM:** The bidder shall provide an experienced supervisor among his staff as an escort with a mobile phone, who shall inform the day to day progress of movement of vehicle, to BHEL THE Prime Mover shall be equipped by a GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicles as required. Alternately, BHEL also reserves for right to install an in-house web-based Vehicle Tracking Unit based on GPS for real-time tracking of consignment. The transporter shall be held responsible to return such V TS unit to BHEL – R.C.Puram, failing which the freight bill shall not be processed.

52) **INDEMNITY:** The bidder shall indemnify and keep indemnified BHEL all losses, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of the contract.

53) **PENALTY:** If the equipment is not delivered within the stipulated transit time as mentioned clause 30.0 as above, the late delivery penalty shall be levied at the rate of **0.25% from day 1 to day 10, 0.5% from day 11 to day 20 and 0.75% from day 21 to day 30. However late delivery penalty will, be limited to 12% of the contract value.**

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

54.1) Acts of God, Acts of any Government war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, Washouts. Fire Explosions, land slides, lightening, Cyclones, Earthquakes, epidemics quarantine restrictions, arrest and restraints of the Governments necessity of compliance with any court order, law ordinance of regulations promulgated by any Government authority having jurisdiction, either federal / state / civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which are Contractor has no control.

54.2) If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract majeure conditions, as defined above the agreed time of completion of the work covered by this contract may be extended by a reasonable period if time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

54.3) The Contractor by the reason of such events shall neither be entitled terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable

after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

54.4) Force Majeure conditions will apply on both sides.

55) **PREVENTION OF CORRUPTION:**

55.1) Canvassing in any form or any attempt to influence directly or indirectly and official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

55.2) BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation of the bidder has offered or given any person any gift or consideration of any kind as an inducement or rewards for doing or intending to do any action in relation to the obtaining or the execution of contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.

56) **PREBID MEETING:** A pre-bid meeting for providing clarifications to bidders will be held on 12.07.2011 at 1000 hrs at BHEL, R C Puram, Hyderabad-32. The bidders are requested to furnish in writing their queries on or before dt 09.07.2011. A soft copy should be sent along with a hard copy in a suitable media or by e-mail. The replies shall be sent for the clarifications/queries raised. Any modification of the bid document, which may become necessary as a result of the pre-bid meeting, shall be communicated to all the bidders in the pre-bid meeting. The purpose of the pre-bid meeting is to ensure that all the tender requirements are clearly understood by the bidders.

57) **MOBILIZATION CHARGES:** BHEL reserves the right to reject the trailer, the driver and crew of the trailer, if not found fit for BHEL's satisfaction. In case the Axles has to be withdrawn i.e. without load after taking inside the BHEL works, due to any reason, only 2% of freight shall be paid towards mobilization charges.

58) **SUB-CONTRACTING :** Sub contracting of the work either in full or in part is not allowed.

59) **SAFETY & INSURANCE:** The contractor is responsible for safe delivery of the consignment at the destination. However BHEL / CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL /CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss/damage caused to the consignment being transported by the bidder. the bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidders carelessness, negligence, nonobservance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficient will be recovered from the bidder. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Hyderabad also.

- 60) **PAYMENT:** Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the LR copy having delivered the consignment in good condition. The PAN Number shall be indicated on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal :
“Certified that we have not availed cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No. 12/2003 –ST dated 20.06.2003”
- 61) **EVALUATION** : Offers will be evaluated on lowest rate basis. **Tender will be awarded to L1 transporter.** The L1 Transporter has to solely execute the job/jobs during the contract period.
- 62) ***No request for extension of the time from the transporter will be entertained.***
- 63) Non-compliance of BHEL's terms and conditions on the part of transporter will result in his offer liable to be rejected. Offers of such transporters, who have under performed in the earlier tenders, are also liable to be rejected.
- 64) **Registration numbers for Service Tax and PAN are to be submitted along with Technical bid.**
- 65) It will not be binding on BHEL to release indents for transportation of all consignments for which contracts have been awarded. This is due to reversal of decisions from assembled to dismantled conditions of certain consignments, bided on site requirements and customer feedback.
- 66) **REJECTION OF OFFERS** : Canvassing in any form in connection with the tender is strictly prohibited and such tenders are liable to be rejected. All information furnished by the bidder is taken to be authentic for evaluation of tender. Should any information found to be incorrect subsequently at any time, the tender shall be rejected and EMD/SD shall be forfeited
- 67) Beyond 10% variation in weight/dimensions as mentioned in Annexure-A, payment shall be made proportionately.
- 68) **RISK PURCHASE:**
BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- 68.1) If at any time during the currency of the contract, the bidder fails to tender all or any of the services required under the scope of work if the contract satisfactorily in the opinion of BHEL whose decision shall be final and binding on the bidder. BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.
- 68.2) To recover any moneys due from the bidder, from any moneys due to the bidder under this or any other contract or from the Security Deposit.
- 68.3) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 69) **BHEL proposes to finalize this tender through Reverse Auction Route for arriving at Overall Lowest Price Vendor based on our applicable standard terms. However BHEL reserves the right to finalize the tender on the over all L1 Vendor through the conventional method also.**

Bidder shall accept to participate in the Reserve Auction Process, failure on this acceptance, BHEL reserves the right to reject any offer received.

70) Insurance cover for the packages is in the scope of BHEL/BHPV.

71) ARBITRATION:

71.1) If at any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. Executive BHEL Ramachandrapuram, Hyderabad or nominee appointed by him in writing. The arbitration shall to conducted in line with provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.

71.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

71.3) The place of Arbitration will be BHEL, Ramachandrapuram, Hyderabad-32.

Annexure-A

List of consignments to be despatched :-

S.No	Description	H/O Month	Weight in MT	Dimensions(LBH in Mtrs)
1	Deaerator Storage Tanks	July-11	120 tons	52.5 x 4.3 x 4.6
2	Deaerator Storage Tanks	Aug-11	120 tons	52.5 x 4.3 x 4.6

We undertake to provide suitable axles, Prime Movers/barges for safe transportation of the above consignments in time and as per the requirements of the tender in all respects.

Annexure-B

Enquiry Ref. No.: CMM-Stores/CC/MM/2011/5 Date: 01.07.2011

(Proforma for Banker's Certificate on Bank's Letter Head)

M/s.

.....

(NAME OF THE TRANSPORTER WITH ADDRESS)

(a limited company / private company / partnership / proprietorship) is maintaining a current account in our bank continuously since April **2008** till date. The Transactions of the firm has been found satisfactory and their financial position is sound.

Date:

SIGNATURE WITH SEAL OF THE BANK

Annexure-C

Enquiry Ref. No.: CMM-Stores/CC/MM/2011/5 Date: 01.07.2011

**(PROOF OF EXECUTION OF 2 MULTI MODAL TRANSPORT (ROAD-SEA-ROAD) CONTRACTS
WEIGHING 120 MT)**

(ON PARTY'S LETTER HEAD)

REF:.....

DT:.....

C E R T I F I C A T E

THIS IS TO CERTIFY THAT M/S.....

(NAME OF THE CARRIER)

HAVE SUCCESSFULLY EXECUTED THE FOLLOWING TWO MULTI MODAL TRANSPORT (ROAD-SEA-ROAD) CONTRACTS WEIGHING MINIMUM 120MT

Sl. No.	From	To	Port of Loading/ discharge	Description of the consignment	Month & year of execution	Weight
1						
2						

Annexure-D

(Vendors to furnish this mandate on their Letter Head)

Ref. No.

Date :

To

The Manager/Finance-CM

BHEL, R C Puram

Hyderabad-502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below.

- A. Sup Code(As per PO/SCO)/Staff No. :
- B. Beneficiary(Name as per PO/SCO) :
(Retd Employee to indicate address here)
- C. PAN of Beneficiary :
- D. TIN of Beneficiary :
- E. E-mail address of beneficiary :
- F. City(of Beneficiary)
- G. Bank name :
- H. Branch(of Bank)
- I. A/c Number :
- J. A/c type(Savings or Current) :
- K. MICR Code of the branch(9 digit) :
- L. IFSC for NEFT(11 char) :
- M. IFSC for RTGS(if different from L) :

Authorised Signatory

(Signature with Seal)

Name:

Designation:

Certified that the particulars furnished above are correct as per our records.

Date

(Signature of authorized official of bank)

Bank Stamp

Annexure-E

(Letter of compliance in company's Letter Head)

Ref.

Date:

Sub: Your Tender No. CMM-Stores/CC/MM/2011/5 Date: 01.07.2011

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms & conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the tender.

Further it is also confirmed that we have submitted the price bid in your price bid format as per ANNEXURE-F only without any deviations/conditions.

In case any deviation is observed in the Price bid the same is not to be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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

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

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

Section 1- Commitments of the Principal

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

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved **in the tender process or the execution of the contract or to any third person any material , immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.**
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or **undisclosed agreement or understanding, whether formal or informal . This applies in particular to prices, specifications , certifications , subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.**
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of **competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship , regarding plans, technical proposals and business details, including information contained or transmitted electronically.**
- 2.1.4 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.**

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 **If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.**
 - 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
 - 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.**

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness:

Name : _____

Address : _____

Witness:

Name : _____

Address : _____

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502 032
(CMM-Stores Department)

Ref.No.: CMM-Stores/CC/MM/2011/5

Date: 01.07.2011

ANNEXURE - H

PRICE BID

Description of work : Transportation of 2 Nos. of Deaerator Storage Tanks (One No. in the month of July and another one in the month of August 2011) from Lova Gardens, Vizag to IOCL, Paradip through Multi Model Transport (Road-Sea-Road)

Size of the consignment : 52.50 X 4.30 X 4.60 mts

Weight of the consignment : 120MT (Drg enclosed)

Costs of all Taxes & Duties, roads modifications/strengthening/repairs removal road and any special equipments like cranes etc required are included in the contract.

Sl. No.	Description of work	Approx., Distance (Kms)	Details to be furnished	Lumpsum Price / Deaerator Storage tank (Rupees in Lakhs)	Transit time
1	Lova Gardens (BHPV site) to Jetty Point	1	No. of Axles required		
2			Transportation charges	Rs.	
3	Loading Consignment (with axles) to Barge (RORO) at Jetty Point (civil works included).		Loading charges	Rs.	
4	Ro-in Barge.		Charges	Rs.	
5	Barging from Lova to Paradip Port	500	Charges	Rs.	
6	Ro-out from Barge (with axles) at Paradip Port (Jetty civil works included)		Total Transit Period (in days)	Rs.	
7	Axles road transport to IOCL, Paradip	18	Charges	Rs.	
Total Amount for One No. of Deaerator Storage Tank				Rs.	
(Rupees)					
Grand Total amount for Two Nos. of Deaerators Storage Tanks				Rs.	
(Rupees)					

Note :- We agree to enter into agreement and place suitable axles, barge etc., within 5 days notice (Clause No.11) and quoted rates are in line with the Clause No.15 and deliver the consignment safely within the committed time as per Clause No.30.