

**TENDER TERMS AND CONDITIONS
OF RATE CONTRACT FOR TRANSPORTATION OF
URGENT CONSIGNMENTS WEIGHING UPTO 1500
KGS THROUGH FAST CARGO FROM ANYWHERE
TO ANYWHERE IN INDIA BY ROAD**



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

भारत हैवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, Uttarakhand

CENTRAL DESPATCH DIVISION

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Websites: www.bhelhwr.co.in, www.bhel.com

Ref: BHEL/HWR/CDX/ENQ/2324-002

Date: 21/06/2023

TENDER ENQUIRY LETTER

Subject: **Transportation of Urgent Consignments Weighing Up To 1500 Kgs. Through Fast Cargo Movers From Anywhere To Anywhere In India By Road.**

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

A. Technical Bid - Part-I

B. Price Bid - Part-II

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

Annexure "1" - Pre-Qualification Requirement

Annexure "A" - Instructions and Guidelines to Bidders.

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

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

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

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

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

Annexure "G" - Self Certification Affidavit

Annexure "H" - Performa for Bank Guarantee Bond.

3. SCOPE OF WORK:

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

4. SUBMISSION OF QUOTATION AND OPENING OF TENDER

- A. The bidder shall download the tender documents from Gem portal i.e. <https://gem.gov.in>
- B. Bidders are advised to take due care while quoting the technical and price bids forms in the GeM portal. Bidders, those who tamper with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors.
- C. The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
- D. The bidder has to upload the scanned copy of all the mentioned documents, Tender Documents, Supporting Documents etc, in GeM portal during online bid-submission.
- E. Along with technical bid, bidder has to submit "Letter from Bidder to AGM (CDX)".

- F. Techno-Commercial bid (Part-I) and Price Bid (Part-II) shall be submitted online at **GeM portal within due date and time. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**
- G. The "Technical Bid-Part –I" will be opened online on the same day i.e. xx/xx/2023 as per time given in bid in the presence of parties who wish to be present on the occasion.
5. "Price Bid- Part-II" of only those bidders will be opened at later date, whose documents submitted in "Technical Bid – Part- I" are found in order on scrutiny and evaluation. Date for opening of "Price Bid - Part-II" shall be intimated separately after scrutiny. Bidders are advised to read tender documents carefully before submitting the bid.
6. At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda.
7. Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on GeM portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender.
8. To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.
9. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
10. A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT.
11. Any request for change of opening date of tender shall not be entertained.
- 12. Earnest Money Deposit (EMD):**
- A. An amount of **Rs. 96,400 (Rs. Ninety-Six Thousand Four Hundred only)** shall be paid by bidders in following forms:
- Electronic Fund Transfer credited in BHEL account (before tender opening) at following address:
Name: BHARAT HEAVY ELECTRICALS LIMITED
Account No- 10667995458
IFSC Code –SBIN0000586
Address: Ranipur Haridwar
 - Banker's Cheque / Pay order/ Demand draft, in favour of BHEL HEEP Haridwar (along with techno-commercial bid)
- B. The quotations received without EMD are likely to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- C. **EMD shall be exempted for MSE's (Micro & Small Enterprise)**, subject to production of supporting documents.
- D. The EMD in respect of unsuccessful bidders shall be refunded normally within fifteen days of award of work.
- E. No interest on EMD amount shall be paid by BHEL.
- F. Forfeiture of EMD: EMD by the Tenderer may be forfeited as per NIT conditions, if:**
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
 - The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
 - In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
 - If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

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

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

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

Subject: Bid for safe Transportation of Consignments such as Machinery, Raw Material, Fabricated items, Refractory, Spares, Castings, Forgings, Component, Hardware items, Sundries etc. in suitable Trucks, per categories mentioned in tender terms.

Ref: Tender No. **BHEL/HWR/CDX/ENQ/2324-002 Dated 21/06/2023**

Dear Sir,

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

I/We hereby submit my/our documents / undertaking /affidavits / Earnest money as required in your NIT online as "Technical bid - Part-I".

In "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates for total Bill of Quantity, for Fast Cargo (A1F) category.

Our quoted rates are valid for total bill of quantity and /or part thereof also, as given in **Annexure-F** for above mentioned groups. I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith a sum of Rs. _____ towards Earnest Money Deposit vide (Details) in favour of "HEEP BHEL, Ranipur, Haridwar", and payable at Ranipur Haridwar. I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause of this tender.

Thanking you,

SIGNATURE OF BIDDER, WITH SEAL

ANNEXURE-1**PRE-QUALIFICATION REQUIREMENTS (PQR)**

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

1. OWNERSHIP OF THE COMPANY:

The bidder should be an Indian entity in India and should be in existence for last three years.

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

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

- i. Permanent Account No (PAN)
- ii. GST Regn. Number (If Available), Bidder will quote if forward charge or reverse charge.
- iii. Registered under MSME Act (Micro/Small/Medium) – **If applicable**

3. FINANCIAL REQUIREMENTS:

- i. Annual Turnover (in Rs. Lakhs), Last Three Years – PFY, PFY-I & PFY-II
- ii. Turnover on account of revenue generated through freight & other transport related activity only. (Minimum Required is the average of **last 3 financial years** of the bidder should be more than **Rs. 15 Lakhs** – PFY, PFY-I & PFY-II.
- iii. Profit / Loss (in Rs. Lacs) – PFY, PFY-I & PFY-II (Profit in at least one year during last three FYs)
- iv. Income Tax Returns (ITRs) (Copy of acknowledgement for filling ITRs to be enclosed) – PFY, PFY-I & PFY-II
- v. Net Worth as on last date of previous financial year (PFY)
- vi. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years (PFY, PFY-I & PFY-II). In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies (**Reconcile with ITR**) of Balance Sheet, Profit & Loss account.
- vii. IBA Recommendation: Vendor should have valid IBA certificate as on date of opening of Part-I (Copy of IBA recommendation)
- viii. Banker's Solvency Certificate (for a minimum of 100 Lacs) Certificate should be issued not more than 6 months before the date of enquiry.

Note: PFY stands for previous financial year ended on 31.03.2022, PFY-I(previous to PFY),PFY-II (previous to PFY-I)

PRE-QUALIFICATION REQUIREMENTS

4. BRANCH OFFICES REQUIREMENT FOR A1F CATEGORY:

- a. Bidder should have at least 300 branches(total) with **at least 2 branches in each state** as per below mentioned list. The bidder shall enclose printed list of branches with addresses and Telephone Nos., Cell phone no. and e-mail id. In the absence of Telephone/Cell phone number the branch will not be considered.

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

List of 2 branches with complete detail e.g. Address, Phone/Mobile number, E-mail address and name of person in charge is to be provided for each Branch Office in the following format for all 15 states mentioned above.

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

- b. Must have an Online Tracking System, through website.

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

- a. Duly signed & stamped copy of tender document (all pages) shall be submitted by bidder.
- b. Unpriced price bid (Annexure-F) shall be submitted by bidder.
- c. Proof for evidencing the authority of person signing the quotation.
6. **For Startup Firms:** DHI circular No. 10(2)/2015-PE.XII dated 29.09.2020 shall be applicable. In subject matter all other circulars issued by Government of India viz. circular no. F20/2/2014-PPD (Pt.) dated 25.07.2017, 27.07.2017, 20.09.2016, 25.07.2016, DPE/7/(4)2007-Fin. Dated 08.11.2016, 1(2)(1)/2016-MA dated 10.03.2016 Etc. shall also be applicable. Any other circular issued hereafter on the subject matter by Govt., shall also be applicable.

ANNEXURE-A

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

1. TENDER DOCUMENTS

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

2. SUBMISSION AND OPENING OF TENDER

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

3. QUOTING OF RATES

- I. Rates should be quoted in GeM as per price bid format only. Bidder has to provide price break up in the form of give weight slabs. It is mandatory for bidders to quote in all weight slabs otherwise the offer shall be treated incomplete and rejected.
- II. Price offer should have a validity of **120 days** from the date of technical bid opening date for entering into contract.
- III. Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.
- IV. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.

V. BHEL RESERVES THE RIGHT

- i. Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- ii. To split up any one or more Categories / Groups or tender in totality without assigning any reason thereof.
- iii. To reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- iv. Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
- v. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- vi. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- vii. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- viii. To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- ix. To approve such number of transporters as may warrant for smooth operational requirement.
- x. To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- xi. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- xii. To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- xiii. In case of discrepancy in quoted rates following will be applicable.
- xiv. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- xv. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- xvi. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- xvii. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- xviii. Canvassing in any form, in connection with the tender is STRICTLY PROHIBITED and quotation of transporters, who are found involved in canvassing, will be rejected.
- xix. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

4. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:**

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

- a. They have controlling partner (s) in common; **or**
- b. They receive or have received any direct or indirect subsidy/ financial stake from any of them, **or**
- c. They have the same legal representative/agent for purposes of this bid; **or**
- d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. **However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or**
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;**or**
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

5. **EVALUATION OF BIDS:**

- i. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening.
- ii. To be eligible for this category, the bidder has to quote rates for all weight slabs/ distance slabs/groups under the category.
- iii. The evaluation of bids shall be done on Total Value (excluding GST).
- iv. Price break up (as per following format) of the total quoted rates to be provided by bidder on separate sheet.

Price break up sheet for Bidders									
Distance/Weight Slab	Weight Up to 500 Kilograms (A)			Weight Above 500 to 1000 Kilograms (B)			Weight Above 1000 to 1500 Kilograms (C)		
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)
Up to 750 km	2000			2000			3000		
Above 750 to 1500 Kms	18000			2000			6000		
Above 1500 to 2250 Kms	33500			5000			3000		
Above 2250 Kms	9500			2000			3000		
Door Collection & Door Delivery	Door Collection & Door Delivery								
	Up to 500 Kilograms (D)			Above 500 to 1000 Kilograms (E)			Above 1000 to 1500 Kilograms (F)		
	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)
	126			11			10		
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F)									
GST Rate in %									
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Including GST									

Example for Evaluating L1 Bidder:

The following example is provided for illustration, considering two bidders namely 'X' & 'Y' have quoted rates for A1F Category:

Price break up sheet for Bidder 'X'									
Distance/Weight Slab	Weight Up to 500 Kgs (A)			Weight Above 500 to 1000 Kgs (B)			Weight Above 1000 to 1500 Kgs (C)		
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)
Up to 750 km	2000	12.66	25320	2000	15.50	31000	3000	20.47	61410
Above 750 to 1500 Kms	18000	13.15	236700	2000	18.77	37540	6000	21.69	130140
Above 1500 to 2250 Kms	33500	14.10	472350	5000	17.50	87500	3000	21.50	64500
Above 2250 Kms	9500	15.22	144590	2000	20.00	40000	3000	22.75	68250
Door Collection & Door Delivery	Door Collection & Door Delivery								
	Up to 500 Kgs (D)			Above 500 to 1000 Kgs (E)			Above 1000 to 1500 Kgs (F)		
	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)
	126	1250	157500	11	1410	15510	10	1900	19000
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Excluding GST:									
15,91,310.00									
GST Rate in %									
--%									
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Including GST (supposing GST to be 10%):									
17,50,441.00									

Price break up sheet for Bidder 'Y'									
Distance/Weight Slab	Weight Up to 500 Kgs (A)			Weight Above 500 to 1000 Kgs (B)			Weight Above 1000 to 1500 Kgs (C)		
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)
Up to 750 km	2000	10.25	20500	2000	15.75	31500	3000	18.50	55500
Above 750 to 1500 Kms	18000	11.52	207360	2000	15.80	31600	6000	18.67	112020
Above 1500 to 2250 Kms	33500	11.60	388600	5000	16.00	80000	3000	18.90	56700
Above 2250 Kms	9500	12.00	114000	2000	17.20	34400	3000	19.00	57000
Door Collection & Door Delivery	Door Collection & Door Delivery								
	Up to 500 Kgs (D)			Above 500 to 1000 Kgs (E)			Above 1000 to 1500 Kgs (F)		
	BoQ (Nos. of GR)	Rate Per GR	Value	BoQ (Nos. of GR)	Rate Per GR	Value	BoQ (Nos. of GR)	Rate Per GR	Value
		(In ₹)	(In ₹)		(In ₹)	(In ₹)		(In ₹)	(In ₹)
	126	1190	149940	11	1215	13365	10	1750	17500
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Excluding GST:								13,69,985.00	
GST Rate in %								--%	
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Including GST (supposing GST to be 10%):								15,06,983.50	

Note: "The bidder need to fill up the Base Rates i.e. Rate without GST (Maximum upto two decimal points) in all the weight-distance slabs in the price break up sheet provided in excel format (Sample format given above). The Product of base rate (in Rs per Kgs) and bill of quantity (in Kgs) of respective weight-distance slab will be calculated and the rate for door delivery & door collection will be multiplied by the corresponding BoQ (no. of GRs) and this shall be added to the product values calculated above and the sum of all these values shall form the total base value of Fast Cargo Category (A1F). Thereafter, GST value be added to base value and thus the final value of tender shall be achieved. **The bidder needs to quote the total value inclusive of GST on GeM portal and Break-Up prices of various weight & distance slabs needs to be submitted separately. E.g. the bidder 'X' in above example, needs to quote Rs. 17,50,441.00 in GeM portal and the break-up values, to be submitted separately.** **However, evaluation of Bids shall be done by GeM on base value i.e. total value Excluding GST.**

In the above example, as the base value of bidder 'Y' (Rs. 16,24,790) for the entire tender is lower than that of bidder 'X' (Rs. 18,86,830) obviously, **bidder 'Y' shall be declared the L1 bidder for this tender and further proceedings will be continued accordingly.**

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

a. **REVERSE AUCTION (RA):** RA shall be conducted as per prevalent guidelines of GeM portal.

b. **COUNTER OFFER:**

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

counter offer to highest bidder also. Based on acceptance or rejection from bidders, 75% (rounded off to next whole number) of techno-commercially qualified bidders or five number of transporters, whichever is less will be selected for Award of Work.

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

C. BUSINESS DISTRIBUTION IN RATE CONTRACT:

- i. A maximum of FIVE number of bidders, shall be required for Rate Contract.
- ii. Business distribution shall be based on the weighted % on reverse order of total number of transporters accepting the price.

Sample Calculation:

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

- In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters. If no bidder (other than L1 bidder) accepts the counter offer, the L1 bidder has to accept and execute the contract (i.e. 100% of work).
- Above % of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.
- In case one or more bidders are MSE and their quoted rates are within L1+15% and their total allocated BoQ is less than 25%. In that case their allocated BoQ shall be increased to 25%. Increase in BoQ shall be divided in the ratio of their rate wise rank in original bid. Subsequently the decrease in BoQ of other bidders shall be made accordingly. Out of the 25% for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women. If no SC/ST or women owned MSE bidders qualifies the above criteria, then total 25% shall be given to MSE transporter(s) who is fulfilling above criteria.
 - a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copy of UDYAM Registration Certificate.
 - b) Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through GeM portal, then the above required document is to be uploaded on the portal. Document should be notarized or attested by a Gazetted officer.
 - c) The above MSE document must be Notarized or attested by a Gazetted Officer.
 - d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
 - e) Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - f) Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
 - g) Authorized Offices to Issue SC/ST certificate.
 - a) The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - b) District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate / Extra Assistant commissioner.
 - c) Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.

- d) Revenue Officer not below the rank of thasildar.
- e) Sub-Divisional officer of the area where the individual and / or his family normally resides.
- f) To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

2. **CONTRACT AGREEMENT:**

- i. Successful transporters, whose offer is accepted for award of work shall enter into a contract with BHEL.
- ii. The Contract Agreement as per the specified format provided by BHEL shall be signed within fifteen days from the date of award letter/LOI at their own cost on a valid non-judicial stamp paper of ₹100/-.
- iii. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.

6. **DETAILS OF CATEGORY:**

6.1 A1F Category: Transport Contract for Urgent Small Consignments Weighing Up to 1500 Kgs on Door Collection & Delivery basis

SCHEDULE-A: PRICE SCHEDULE:

Distance Slab	Weight Category					
	Up to 500 Kgs		Above 500 to 1000 Kgs		Above 1000 to 1500 Kgs	
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)
Up to 750 km	2000		2000		3000	
Above 750 to 1500 Kms	18000		2000		6000	
Above 1500 to 2250 Kms	33500		5000		3000	
Above 2250 Kms	9500		2000		3000	

SCHEDULE-B: DOOR COLLECTION & DELIVERY CHARGES, A1F Category (IN ₹)

Weight Category					
Up to 500 Kgs		Above 500 to 1000 Kgs		Above 1000 to 1500 Kgs	
BoQ (Nos. of GR)	Rate Per GR (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)
126		11		10	

Note: -

1. The above mentioned BoQ (Bill of Quantity) is **tentative and may vary to any extent** on either side (+ve or -ve) as per requirement of BHEL.
2. Bidder has to necessarily quote freight rates for all the weight categories and distance slabs pertaining to both Price Schedule-A & B and quoted rates shall be valid for total Bill of Quantity.
3. The Bill of quantity given above is tentative and may vary during operation of contract based on requirement of BHEL.
4. Incomplete price schedules will be rejected.

7. **SECURITY DEPOSIT CLAUSE:**

- i. The successful Bidder shall deposit required amount as security deposit within fifteen days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
- ii. The total amount of Security Deposit will be 5% of the contract value.
- iii. Security Deposit may be furnished in any one of the following forms:
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

- EMD of the successful bidder can be converted and adjusted against the security deposit. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- iv. Bidder shall be solely responsible for keeping the Security Deposit live and valid for the entire period of contract + further claim period of six months (from the date of expiry of contract for successful execution of contract) or till such time that all the bills/recoveries are settled, failing to do so may invite invocation of SD without prior intimation to bidder at any point of time. SD shall be refunded only after the expiry of claim period subject to successful execution of contract and settlement of dues/recoveries on either side (BHEL/Bidder).
- v. The security deposit shall not carry any interest.
- vi. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- vii. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate (which rate) + 6%) for delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

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

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

8. DESPATCHES BETWEEN SISTER CONCERNS OF BHEL:

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

9. CONTRACT WITH SISTER CONCERN:

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

ANNEXURE-B

GENERAL TERMS AND CONDITIONS

1. INFORMATION SYSTEM

- i. The Transporter shall give a periodic statement at least once in two months to concern Incharge of Stores-Shipping /Traffic /CFFP-MM/PPX-MM (IMP)/BOI/ROD Mumbai of BHEL to take instructions, guidance and orders for all the routine works for which written orders may not necessarily and ordinarily be given. For carrying out the above works successfully, it shall be obligatory on the part of the transporter to depute a Branch Manager at Ranipur who should keep day-to-day liaison with the Stores-Shipping / Traffic / CFFP-MM/ PPX-MM (IMP)/BOI/ROD Executives of BHEL.
- ii. Similarly, such liaison shall be maintained by the transporter's managers with leading suppliers of BHEL and the Regional Manager of the Regional Operation Division Offices of Bharat Heavy Electricals Ltd.
- iii. Transporter shall give a periodic statement once in a month to Incharge (Stores- Shipping/Traffic/CFFP-MM/PPX-MM(IMP)/BOI/ROD Mumbai) regarding the status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments lying pending with transporter for delivery.
- iv. Transporter shall give a half yearly statement at the end of September and March of every financial year to BHEL regarding pending payments due to him from BHEL.
- v. For sorting out operational and other problems between BHEL & transporter the transporter's representative will be in contact with BHEL Executive.

2. BOOKING OF CONSIGNMENTS

- i. The intimation for placement of the vehicle/booking of packages shall be conveyed through registered/official e-mails/ vehicle requisition through hard copy and distribution of work shall be monitored through online Oracle System.
- ii. 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.
- iii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iv. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.
- v. All dispatches to BHEL Haridwar, must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for smalls only. Transporters shall collect and deliver the consignments from BHEL sites / suppliers or other notified places without any extra charges in respect of full loads or under loads. However, door delivery & collection charges shall be paid wherever applicable for smalls as per terms. In case of smalls booked by suppliers/sites, the consignments shall be booked at carrier's godown and no collection charges will be applicable for such booking".
- vi. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vii. Vehicles bringing materials for repair from sites to BHEL HEEP Hardwar shall be entered into plant after obtaining necessary permission from CDX Executives only.
- viii. Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.

- ix. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- x. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter. However, state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.
- xi. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- xii. Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.
- xiii. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.
- (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
 - (ii) Weight & No of the packing cases OR liquid quantity in KL
 - (iii) Registration No of the vehicle
 - (iv) Name & address of the consignor with specific destination
 - (iv) Reference to RDA issued by ROD, Mumbai Office (for dispatches from anywhere in Mumbai or from any port of India)
- Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.
- xiv. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites. Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- xv. All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period because of non- compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.
- xvi. Transporter shall not auction any material belonging to BHEL where customer / supplier has defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.
- xvii. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation already in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this contract.
- xviii. The company shall be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

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

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

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

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

4. FREIGHT PAYMENTS

- i. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying number of packages, date & time and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure-D. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- ii. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor's copy) forms in following manner:-

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

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

- i. "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, or
- ii. "To be billed/Prepaid" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.
- iii. All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar through CDX.
- iv. For Outgoing consignments dispatched from Haridwar under 'To be Billed/Prepaid category, payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.
- v. All freight payment will be made through e- payment after deduction of TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- vi. Payment of freight bills shall normally be made as per following table from the submission of bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in Performa attached at Annexure-D.

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

- vii. Transporter will furnish money receipt for the freight payment wherever required by BHEL within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further bills. Security deposit of a transporter will not be released unless money receipts (wherever required by BHEL) against all the freight payments made to him has been received.
- viii. The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account. The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid. The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid. As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt for GST rate without input tax credit to GTA

- (presently 5%) or GST rate with input tax credit to GTA payable under forward charge by GTA (presently 12%). The bidder shall clearly provide option opted and the same shall be valid for the said financial year.
- ix. Freight increase on any account will not be permissible.
 - x. E-Invoicing under GST is being implementing w.e.f. 01.10.2022 for all the taxable persons having turnover more than Rs. 10 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.
 - xi. In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2022.
 - xii. Notification No. 17/2022-Central Tax | Dated: 01st, August 2022, as issued by CBIC for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding ₹10 crores in any of the FY from 2017-18 and onwards. And accordingly
 - a. In terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.

"I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."
 - xiii. In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.04.2022.
 - xiv. For closing of contract on GeM portal, Transporter has to upload invoice on GeM portal also.

5. PROHIBITION OF SUB-LETTING

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

6. TENURE, EXTENSION & TERMINATION OF CONTRACT

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of Two (2) years from the effective date of first award of letter/LOI issued against contract. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- ii. The contract may be extended for further three (3) months or part thereof on the same rates and terms and conditions at the behest of BHEL Haridwar. However, the contract can be considered for further extension of TWELVE (12) months/part thereof on the same rates & terms and conditions with mutual consent. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load will be given to him.
- iii. BHEL may enter into parallel Contract simultaneously with any other Contractor/ Transporter as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the categories.
- iv. BHEL reserves the right either to short close or terminate the contract entered into with any or all of the transporters without assigning any reason by giving one month notice by registered post acknowledgement or in person under acknowledgement.
- v. If transporter fails or neglects or refuses to observe / perform any of the terms and conditions / obligation under the contract, BHEL may without prejudice to any other rights terminate the contract by giving one month notice in

writing and recover damages suffered by it from the transporter if any on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.

- vi. The transporter must ensure that they are IBA approved transporters throughout the contract period. If at any point of time during contract period, it is found that valid IBA certificate is not available, the transporter will not be allocated any load till they submit the valid IBA certificate. During this period, if alternate arrangement need to be made by the way of risk purchase, the extra cost incurred through risk purchase shall be recovered from defaulter transporter.
- vii. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

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

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

Sl.	Vehicle Type	Free time for placement (working days)	Penalty (In Rs)
A. At Haridwar			
1	For A1F (Fast Cargo)	1	500/- per GR per day
B. At other stations			
1	For A1F (Fast Cargo)	1	500/- per GR per day
C. At anywhere in Mumbai / Any Port			
1	For A1F (Fast Cargo)	1	500/- per GR per day

For example: A vehicle is required to be placed on 10th of October. And transporter places the vehicle on 12th of October. Delay in placement of 1 day shall be considered.

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

NON-PLACEMENT / REFUSAL

- vii. If any transporter after allotment of a work of transportation, refuses to book the consignment or does not respond within the time or responds negatively, a penalty equivalent to 30% of freight (Basic freight including variation in fuel) shall be levied on defaulter transporter (i.e. original allottee). BHEL may allot this work to any other transporter approved in the category and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive.

Procedure for second allotment shall be as follows:-

1. BHEL will email to all other active transporters in that category simultaneously.
2. Based on reply received from these transporters within specified time, the work shall be allotted to the transporter having maximum deviation from awarded load percentage. In case of two transporters having same deviation, lottery system will be used to select the transporter. In case no transporter agrees to book the consignment, risk purchase clause shall be resorted to and additional expenditure (including consequential cost, if any) will be recovered from original allottee only. In situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause.

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

8. **ARBITRATION:**

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

9. **JURISDICTION**

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

10. **INDEMNITY**

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

ANNEXURE- C

TECHNICAL BID – PART-I : SPECIAL TERMS AND CONDITIONS

1. DIMENSIONAL DEFINITIONS OF A1F CATEGORY:-

1.1 CATEGORY A1F: Category A1F covers the following consignments:

Weight up to 1500 Kgs

Dimensions up to 3m(L) X 1.5m(W) X 1.5 m(H)

The payment of freight will be computed at the rates applicable for A1F category. In A1F category, consignments shall not be booked against consignee copy. All consignments booked under A1F category shall require the approval of Manager or above of the concerned agency.

2. RUNNING TIME AND PENALTY ON LATE DELIVERY:

2.1 Prompt delivery of the consignments is of prime importance. Penalty will be levied for delay in delivery of consignments. **In normal cases the time allowed for delivery of consignments covered under A1F category will be as under**

A) For Distance up to 500 KMs	- 5 days
B) For Distance from 501 to 1000 KMs	- 7 days
C) For Distance from 1001 to 1500 KMs	- 10 days
D) For Distance from 1501 to 2500 KMs	- 13 days
E) For Distance beyond 2501 KMs	- 15 days

Penalty for delayed delivery to be calculated as per below formula:

One day	- 3% of Gross Freight
Two days	- 6% of Gross Freight
Three days	- 10% of Gross Freight
Four days to up to Seven days	- 20% of Gross Freight
Above seven days	- 30% of Gross Freight

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

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

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

3.1 Acts of God, Acts of any Government, war, blockades, sabotage, riots, civil commotions, insurrection, terrorist acts, acts of public enemy, floods, storms, high tides/ gusty winds, washouts, fire, explosions, landslides, lightning, cyclones, earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.

3.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.

3.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

3.4 Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

4. DISTANCE:

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

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

5. MINIMUM CHARGEABLE WEIGHT

For calculation of freight, **payable weight shall be the upper limit of the weight category in which the consignment(s) fall(s) for for respective GR (No. of packages booked for same destination/site on a particular date shall be clubbed in same GR).** The slabs of payable weight are illustrated below:

1. **500 Kgs** for '0 to 500' Kgs of weight (for each GR)
2. **1000 Kgs** for 'above 501 to 1000 Kgs' of weight (for each GR)
3. **1500 Kgs** for 'above 1000 to 1500 Kgs' of weight (for each GR)

Note: It is mandatory for transporters to submit freight bills within three months from the date of delivery of consignments. Also GST penalty as applicable due to delay in submission of bills by transporters shall be deducted from their respective bills.

6. CONSIGNMENT WEIGHT / MEASUREMENTS

- Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis.
- The verification of weight of incoming consignments with gross weight above 80 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge is under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as 7.85 gm/cm³ which is universally acceptable) or weight verified on the basis of design weight as applicable. The weight also appears on SRVs.
- For dispatches from anywhere in Mumbai & from any ports in India, the weight & dimensions of the consignment shall be mentioned on Road Dispatch Advice (RDA) by ROD, Mumbai office. The weight & dimensions on RDA shall be based on Vendor's packing list/BL/AWB. If the difference between total weight of cargo, as mentioned on RDA and as that on "Weighment Slip" (of Weighing Bridge installed in Haridwar Plant), varies more than 5%, payment shall be made for higher weight limiting to the category of vehicle/carrying capacity of the vehicle as per RC. In case of BOI items, dispatched to various sites, gross weight of consignments, as mentioned on RDA, shall be taken for the purpose of freight payment. In case some correction is required to be done on the RDA after its issue by ROD, Mumbai or upon receipt of material in Plant, the same will be verified by the concerned executive of ROD / Haridwar. For consignments, which qualify to be transported in a smaller category vehicle, but instead, a higher category vehicle is provided/ used by transporter on his own choice, the payment shall be made as that for smaller category vehicle only, justifying the weight / dimensions of the consignments transported.
- For dispatches from BHEL Haridwar, of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design / Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done / possible.
- In case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL. In case of HEEP's weigh-bridge, CSX's

executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.

- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

7. DELIVERY & ACKNOWLEDGEMENT

- It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per Terms & conditions. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignments not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.
- The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL and no other miscellaneous charges will be paid against such consignments.
- In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.
- The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/station. Even in cases where transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at Delhi and in case it exceeds, then Rs.250/- per point extra will be paid over and above the basic freight.
- In case of freight "To Pay" consignments (including those dispatched from BHEL Haridwar) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

8. DEMURRAGE

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

9. FREIGHT RATES

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

Freight rates shall be quoted on "Rs. PER Kg. BASIS" for all the weight categories and distance slabs as given in the price schedule format. **For calculation of freight, payable weight shall be the upper limit of the weight category in which the consignment(s) fall(s) for respective GR (No. of packages booked for same destination/site on a particular date shall be clubbed in same GR). Also Door Collection & Door Delivery charges shall be paid on 'PER GR' basis.**

10. BULK / VOLUMINOUS CONSIGNMENTS

In case of A1F 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.

11. TRANS-SHIPMENT

- Transshipment in case of A1F (Fast Cargo) is not barred.

12. DOOR DELIVERY & DOOR COLLECTION CHARGES:

- **Door delivery & door collection charges shall be payable for A1F category.** The bidder shall quote for door collection & delivery charges (total value) for the weight slabs given in the price schedule format. Door collection & delivery charges will depend on weight only and distances will not be considered for the same. Bidders are required to quote accordingly. Bidders have to quote the total value for both door delivery as well as door collection charges. For A1F category, **door delivery and collection charges shall be treated as a single entity and payable for all cases as per weight slabs.**

13. DIESEL ESCALATION/DE- ESCALATION CLAUSE

- The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However, increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- The reference diesel rate shall be the actual diesel rate as on date of technical bid opening. The rates of diesel will be calculated on the basis of IOCL website (www.iocl.com) rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- The latest diesel rate, available on IOCL website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month. For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL diesel rate available by 15th July.
- The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges due to diesel escalation shall be payable to the transporters. However, **diesel escalation charges shall not be applicable on Door Collection & Door Delivery charges.**
- The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.
- In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

14. VEHICLE PLACEMENT SCHEDULE

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

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

15. DELIVERY OF DOCUMENTS TO CONSIGNEE

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

16. VEHICLE CATEGORISATION

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

17. DETENTION CHARGES

For A1F category: Detention charges shall be paid **@350 rupees per GR per day** if the vehicle is not loaded on the day of placement and also not unloaded at destination within one working day. The vehicle should report for loading from 8:30 AM to 1:30 PM. If the vehicle reports after 1:30 PM, the date of reporting shall be taken as next working day for the purpose of payment of detention charges.

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

Immediately on reaching the site, transporter shall have to inform the reaching/site entry date. In case they are not allowed inside the site/works, then they will inform through email, and, GPS data shall be provided by the transporter.

In case no representation is made by the site personnel, the case shall be evaluated based on the claim on case to case basis by competent authority of BHEL (DGM or above). The decision of BHEL in this regard shall be final. Total detention charges shall be limited to 50% of the basic freight. An approval from BHEL shall be obtained for payment of detention charges more than 50% of the basic freight in exceptional cases.

Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL responsibility. Thus the provision of non-payment of detention charges at Octroi / Naka is not applicable in these cases.

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

18. HILL AREA FREIGHT

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

19. LIFTING OF CONSIGNMENTS

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

20. MISCELLANEOUS

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

21. Under ISO-14001 and ISO-18001 obligations for Environmental Safety and Occupational Health Safety, the necessary instructions shall be followed viz-a-viz:-

- (a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipments.
- (b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).
- (c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel.
- (d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.
- (e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/consignee immediately.
- (f) Safety requirement during external (outside BHEL Haridwar premises) transportation also.

22. As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.

23. Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.

24. However, the transporter will submit the photocopy of material acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL (Freight Confirmation Letter) will be issued only after submission of acknowledgements instead of at the time of booking.

25. Transporter shall be fully responsible for safe movement of his vehicles, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself

with their condition at the time of booking and issue of GR. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.

26. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
27. The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
28. Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.
29. The transporter will be given a standard GR format by BHEL, in A4 size for outward consignment sent from Haridwar and same format is to be utilized by transporters for their GRs.

30. SPECIAL CONDITION

In case consignments other than the sectors / areas awarded, are given to transporter, for any reason, then transporter will have to transport the consignment and shall be bound by the rates, terms and conditions of the applicable group under this contract only. The freight charges shall be paid accordingly as per the contract.

31. RESCUE OPERATION

Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Cost of rescue operations will be reimbursed to transporter only on and to the extent, the same are paid by the underwriter to BHEL.

32. GRACE PERIOD FOR KANWAD MELA (IN JULY/AUGUST)

For LD purpose: A grace period of **total 11 days** on account of **Kanwad-Mela** i.e. 9 days relaxation before Date of Shivaratri (**Excluding Shivaratri**) and 1 day relaxation after Date of Shivaratri, shall be given only in respect of the consignments which are due to pass 6 -Meerut and vice versa during the period as per the contract and starting date of consignment. This relaxation shall be for placement time of **vehicles** as well as for delivery time.

33. RISK PURCHASE:

- i. In the event of any successful Tenderer, after award of LOI / Contract fail to fulfill any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, including non-lifting of consignments as per contract / Contract agreement, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers.
- ii. The additional expenditure / difference in cost, if any, shall be recovered from the defaulted Carriers/transporters.
- iii. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

Annexure-D
Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/2324-002

Bill No. _____

Name of Transporter. _____

Pan Number. _____

Bill Date. _____

Full Address. _____

GST Regn. Code. _____

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

We hereby submit our Bill for Transportation of your goods.

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

Total amount in words _____

We M/s confirm that we are not taking tax credit of input/capital good tax for rendering such services GST paid under reverse charge mechanism paid by the consignor/consignee.

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

Special Instructions for Submission of Bills

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

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

Supporting Documents to be submitted along with the Bill:

Original GR with 02 Photo Copies (Self Attested), Vehicle Requisition - 2 Copies, Loading Plan, Gate Pass, Delay Approval (If Applicable).

Information Required on Receipt of GR to be Clearly Mentioned:

No. of Packages Delivered, Site Name, Stamp of Site to be endorsed, Reporting Date and Unloading Date, Damage Certificate (ODC) must be attached in case some packages are Damaged.

NOTICE OF DAMAGE / SHORTAGE / DISCREPANCY TO CONSIGNMENT ON DELIVERY

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

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

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

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

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

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

(For endorsement by concerned Commercial Group)

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

- Bidders need to submit total value of Fast Cargo A1F, including GST on GeM Portal (shown in last line of price break up sheet below). However, evaluation of bids shall be done by GeM on base value of tender (excluding GST).
- The Break-Up Price i.e. base rates (excluding GST) for each weight-distance slabs including door collection & door deliver needs to be submitted separately as per below format.

Price break up sheet for Bidders

Distance/Weight Slab	Weight Up to 500 Kilograms (A)			Weight Above 500 to 1000 Kilograms (B)			Weight Above 1000 to 1500 Kilograms (C)		
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	Freight Value (In ₹)
Up to 750 km	2000			2000			3000		
Above 750 to 1500 Kms	18000			2000			6000		
Above 1500 to 2250 Kms	33500			5000			3000		
Above 2250 Kms	9500			2000			3000		
Door Collection & Door Delivery	Door Collection & Door Delivery								
	Up to 500 Kilograms (D)			Above 500 to 1000 Kilograms (E)			Above 1000 to 1500 Kilograms (F)		
	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)	BoQ (Nos. of GR)	Rate Per GR (In ₹)	Value (In ₹)
	126			11			10		
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Excluding GST :								xxxxxxxx	
GST Rate in %								--%	
Total value for transportation of urgent consignments weighing up to 1500 Kilograms from anywhere to anywhere in India, through Fast Cargo (A1F) Including GST (supposing GST to be 10%) :								xxxxxxxx	

Note: The quoted rates in above table shall not include GST (if, any).

Self-Certification Affidavit

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

To,
SDGM (CDX), HEEL, BHEL HARIDWAR

1. We _____ (IBA Code____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2324-002 Dt 21/06/2023 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep validity of price for a period of 120 days from the date of opening the same.
3. A sum of ₹ _____/- (Rs_____ Lakhs only) is herewith forwarded as EMD in the form of _____ in favour of Bharat Heavy Electricals Limited, HEEL, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Haridwar.
 - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
 - We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
 - We confirm that other than us (Name of bidder), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
 - o BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - o Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
9. Verified and signed today, the____(Day) of ____ (Month) (Year) at (Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:

(Signature of the bidder affixing official stamp)

Complete Address of the Bidder:

Name & Designation

Contact details:

Name & Address of witnesses:

Witness 1:

Witness 2:

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2324-002. 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 fulfillment 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, (Indicate the name of Bank) (Hereinafter referred to as '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, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said 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 there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said 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, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) 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 Contractor(s) 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 discharge due to the change in the constitution of the Bank or the Contractor(s).

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

Dated the day of
For (Indicate the name of Bank)