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CENTRAL DESPATCH DIVISION

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Ref: BHEL/HWR/CDX/ENQ/2627-003

Date: 14/08/2026

TENDER DOCUMENT OF RATE CONTRACT FOR TRANSPORTATION OF CONSIGNMENTS WEIGHING UPTO 41 MT THROUGH MECHANICAL TRUCKS/ TRAILERS FROM HARIDWAR TO YAMUNANAGAR



Techno-Commercial Bid

The Techno-Commercial Bid Consists the following: -

Annexure-A, Section-I	Pre-Qualification Requirements
Annexure-A, Section-II	Instruction to Bidder
Annexure-B	Special Terms and Conditions
Annexure-C	General Terms and Conditions
Annexure-D	Freight Bill Performa
Annexure-E	Notice of Damage / Shortage / Discrepancy to Consignment on Delivery
Annexure-F	Performa for Price Bid Format
Annexure-G	Performa for Bank Guarantee for Performance Security
Annexure-H	Self-Certification Affidavit
Annexure-I	Blank
Annexure-J	Performa for Certificate of NO Deviation
Annexure-XX	Check list for the bidders

Disclaimer: Documents submitted by bidders will be visible to all participating bidders/ Public domain as per guidelines and policies of eprocure.gov.in / NIC portal.

ANNEXURE-A

SECTION-I

PRE-QUALIFICATION REQUIREMENTS

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

1. OWNERSHIP OF THE COMPANY:

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

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

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

- i. **PERMANENT ACCOUNT NUMBER:-** Bidder should have valid PAN Number.
Documents to be submitted: Copy of PAN Card duly notarized OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.
- i. GST Registration Number (If Available), Bidder need to mention under which mechanism 'Forward Charge Mechanism' or 'Reverse Charge Mechanism' the bidder falls in.
- ii. Registered under MSME Act (Micro/Small/Medium) – ***If applicable***

3. FINANCIAL REQUIREMENTS:

- i. The Average Annual Turnover on account of revenue generated through freight & other transport related activity of PFY, PFY-I *should be more than Rs. 8.12 Lakhs.*
Documents to be submitted:
 - a. Copy of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant (CA). Bidder has also to submit scanned copy of Profit and Loss account along with **UDIN VERIFICATION PRINTOUT** for each year (PFY & PFY-I).
If audit is not compulsory by act then CA certificate in this regard and ITR with 26AS & GST return, if applicable, for each year is required.
 - b. Income Tax Returns (ITRs) for PFY & PFY-I
- ii. Profit in at least one year during last two FYs i.e. PFY & PFY-I.
- iii. Net Worth as on last date of previous financial year (PFY) should be **Positive**.

- iv. **Indian Banks' Association (IBA) Recommendation:** Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid, and if awarded, shall also ensure that the same is valid throughout the currency of the contract.
Documents to be submitted: (i) **Notarized** copy of IBA recommendation.
- v. **Banker's Solvency Certificate** (for a minimum of 100 Lacs) Certificate should be issued not more than 6 months before the date of enquiry.

Note: PFY stands for financial year ended on 31.03.2025 i.e. FY 2024-25 and PFY-I (previous to PFY).

4. BRANCH OFFICES REQUIREMENT:

(A) Bidder should have **minimum one office/ branch** in each State i.e. Haryana and Uttarakhand.

Complete detail e.g. Address, Phone/Mobile number, E-mail address and name of person in charge is to be provided for Branches/ offices available at both States in the following format.

Serial No.	State	Branch Address	Contact person	Phone/Mobile Number	E-Mail Address
1.	Haryana	xxxxxxx	xxxxxx xxxxx	xxxxxxxxxx	xxxxxx@xxxx.xx
2.	Uttarakhand	xxxxxxx	xxxxxx xxxxx	xxxxxxxxxx	xxxxxx@xxxx.xx

(B) APPLICABLE FOR A1 CATEGORY ONLY:

- I. For A1 category the bidder must have at least one godown within 15 KM from BHEL Haridwar's Main Gate. Ownership/leasing/hiring agreement along with area/ layout drawing are to be submitted by bidder.
- II. Online Tracking System, through website.

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

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

ANNEXURE-A**SECTION-II**
INSTRUCTIONS & GUIDELINES TO BIDDERS**(Duly filled letter from Bidder to Manager (CDX) to be submit along with Techno-commercial Bid)****Manager (CDX)**
BHEL, HEER Haridwar**Subject:** Bid to enter into Rate Contract for Transportation of Consignments Weighing upto 41 MT Through Mechanical Trucks/Trailers from Haridwar to Yamunanagar.**Reference:** Tender Enquiry No. BHEL/HWR/CDX/ENQ/2627-003 Dated 14/08/2026

Dear Sir,

With reference to above Tender Enquiry and having examined the documents given in NIT, Technical Bid-Part-I and Price Bid-Part-II.

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

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

I/We confirm that we have quoted our best rates for total Bill of Quantity, for following categories **(Strike out whichever group / combination of groups, you are not quoting):**

	Category		
Smalls	A1	QUOTED	NOT QUOTED
Truck	A2	QUOTED	NOT QUOTED
	A3		
	D		
Trailer	C1	QUOTED	NOT QUOTED
	C2		
	C3		
Trailer: For consignments height above 3.5 mtr to 5 mtr	C1H	QUOTED	NOT QUOTED
	C2H		
	C3H		

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 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

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 24 Months**. The bids are to be submitted in two parts as under: -

A. Technical Bid - Part-I

B. Price Bid - Part-II

2. Tender documents shall comprise of Annexure- A (Section I & II), B, C, D, E, F, G, H, J & XX shall form part of the contract between transporter & BHEL. Each page of these annexures shall be signed as token of acceptance and to be submitted in "Technical Bid - Part-I".

3. **SCOPE OF WORK:**

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

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

- A. The bidder shall download the tender documents from BHEL's e-Procurement Portal <https://eprocurebhel.co.in>.
- B. Bidders are advised to take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who 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. Abridged version of the guideline is available in www.bhel.com.
- C. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- D. The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
- E. The bidder has to upload the scanned copy of all the mentioned documents, Tender Documents, Supporting Documents etc, on BHEL's e-Procurement Portal during online bid-submission. It shall be sole responsibility of bidder that the uploaded documents remain legible.
- F. Along with technical bid, bidder has to submit "Letter from Bidder to Manager (CDX)".
- G. Techno-Commercial bid, Part-I and Price Bid, Part-II shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 05/09/2026 by 15:00 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.
- H. **NOTARIZED AFFIDAVIT:** Bidder shall submit an Affidavit (As per Annexure-H) on non-judicial stamp paper of value Rs.100/- (duly notarized).

5. "Price Bid- Part-II" of only those bidders will be opened at later date, whose documents submitted in "Technical Bid - Part-I" are found in order on scrutiny and evaluation. Date for opening of "Price Bid - Part-II" shall be intimated separately after scrutiny. Bidders are advised to read tender documents carefully before submitting the bid.
6. At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda.
7. Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website / e-Procurement Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender.
8. To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.
9. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.

10. A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT.
11. Any request for change of opening date of tender shall not be entertained.

12. **EARNEST MONEY DEPOSIT (EMD)**:- EMD is exempted for this tender enquiry.

13. **QUOTING OF RATES**

- A. Rates should be quoted in figures only on the e-Procurement portal. **Quoted rates should be excluding GST.** Bidder can quote for single category (A1 only) or combination of categories (A2, A3 and D), (C1, C2, C3), (C1H, C2H, C3H), as mentioned below.

Bidder has to quote for all categories coming under combination of categories as given below.

- i. Combination of categories (A2, A3 and D).
- ii. Combination of categories (C1, C2 and C3).
- iii. Combination of categories (C1H, C2H and C3H).

For example, if bidder is quoting for A2 category then he must quote for all three categories i.e. **A2, A3 & D**. Similarly, if bidder is quoting for C1H then he must quote for all C1H, C2H & C3H.

Note: Details of categories are mentioned in Clause 1, 2, 3 & 4 of Annexure-B While quoting the rates, bidders are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation (if any) during the operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the contract.

- B. Price offer should have a validity of at least **120 days** from the date of technical bid opening date for entering into contract.
- C. 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.
- D. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.

14. **EVALUATION OF BIDS:**

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

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

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

Transporter has to quote for all categories coming under combination of categories as given below.

- i. Combination of categories (A2, A3 and D)
- ii. Combination of categories (C1, C2 and C3)
- iii. Combination of categories (C1H, C2H and C3H)

- ii. Category wise Price Evaluation shall be done and **L1 bidder shall be evaluated separately for each category.**
- iii. The bill of quantity in "MT- KM" Category-wise is mentioned in the Annexure-F of Tender. "Total quoted freight value" of all categories shall be calculated by Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT – KM) of particular category, which will be basis for overall unique position of bidders, low to high L1, L2,

L3. . . onwards. For A1 category, rate for door delivery/ collection quoted by the bidder will be multiplied by the corresponding BoQ (no. of GRs) and this product shall be added to the value as calculated above and the total of both these values shall form the basis of determining the status.

Example 1: -

Sl.	Category	BoQ (MT-KM)	Bidder 'X'		Bidder 'Y'	
			Quoted Rate, Rs/MT/KM	Value at quoted rates	Quoted Rate, Rs/MT/KM	Value at quoted rates
1	A2	10	1.2	12	1	10
Total				12		10

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

- iv. "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".
- v. If any two or more bidders are tie at ranking other than L1, then ranking shall be decided by a toss/ draw of lots.
- vi. **REVERSE AUCTION:** BHEL shall be resorting to Reverse Auction (RA) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.

BHEL shall be resorting to Reverse Auction (RA) as per following procedure for this tender.

Reverse Auction will be conducted if two or more bidders are technocommercially qualified. As RA is opted in this tender, the techno-commercially qualified H1(Highest bidder) will not be allowed to participate in RA. In case more than one H1 (Highest bidder) quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

However, H1(Highest bidder) will be allowed to participate in RA in the following cases

- a) If number of techno-commercially qualified bidders are only 2 or 3.
- b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
- c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 (Highest bidder) is eligible MSE and H-1 (Highest bidder) price is coming within price band of 15% of Non-MSE lowest bidder.
- d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1(Highest) is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.

Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.

The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.

If the start price is lower than the lowest sealed price bid, on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.

In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid. No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

- vii. In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discount, the L1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). BHEL's decision in such situations shall be final and binding.
- viii. If necessary, further negotiation (s) may be held with the Bidder whose rates are found L1 in the particular group.
- ix. The work will be awarded on finalised L1 rates by BHEL only.

15. **BUSINESS DISTRIBUTION IN RATE CONTRACT:**

100% work shall be allotted to L1 bidder of respective Category.

16. **PERFORMANCE SECURITY DEPOSIT (PSD):-**

- A. The total amount of Security Deposit will be 5% of the contract value.
The successful bidder shall submit the Security Deposit within twenty days (20 days) from the award of contract/ LOI or, before lifting of consignment whichever is earlier. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- B. Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - ii) 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.
 - iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - v) Cash (as permissible under the extant Income Tax Act).
 - vi) Insurance Surety Bonds
- C. Security Deposit shall be valid for the entire period of contract + further validity of one year + additional Claim Period of minimum six months (for submission & processing of freight bills and also to ascertain any loss/damage and consequent recoveries, if any) e.g. if the tender is expiring on 31.11.2028, security deposit shall remain valid till 31.11.2029 and claim period shall remain valid at least till 31.05.2030.
SD shall be refunded only after settlement of all dues/recoveries and expiry of contract validity.
- D. The security deposit shall not carry any interest.
- E. Security Deposit shall not be refunded to the transporter/contractor except in accordance with the terms of the contract. Security Deposit (SD) furnished by the bidder shall be forfeited/adjusted if:
 - i) The bidder does not commence the work within the period as per Letter of Award/ Contract and in case of non-performance of the contract.
 - ii) In case it comes to notice of BHEL at any stage during tendering process / contract period that the particular transporter, has given false / suppressed / forged / fake information.
 - iii) For any deviation from and/or breach of the Tender Terms & conditions during execution of the Contract.
- F. It is Transporter's responsibility to keep live Security Deposit (SD) throughout the contract period or extension if any or till settlement of any pending claim. If at any time, it is found that validity of SD is not extended, then BHEL reserves the right to invoke without informing the transporter.

Note: 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 and not limited to 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.

17. 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.

18. (a) 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.

(b) Preference to Make in India: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

19. TENURE, EXTENSION & TERMINATION OF CONTRACT

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of **24 Months (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. The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.
- ii. **EXTENTION:** Bharat Heavy Electricals Limited reserves the right to **extend the period** of the contract for further period of **3 months** on the same rates, terms and conditions before expiry of this contract. Any further extension of the contract may be done with mutual agreement between BHEL, Haridwar and the approved transporter(s). Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- iii. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract (partial or full) entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or speed post or in person under recorded delivery. Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination. Any further liability arising by any engagement by the contractor or third party shall not be a binding on BHEL. In any such event the contractor shall not be entitled for any claims on BHEL including cost of permissions obtained, route survey etc. BHEL also reserves the right to terminate the contract, if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and
 - (a) has abandoned or repudiated the Contract or failed to respond despite notice by BHEL to proceed
 - (b) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract.

- iv. If the 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 from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof, including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- v. 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.
- vi. 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 inappropriate 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.
- vii. If a transporter after award of contract fails to submit the performance security deposit and /or fails to start work in accordance with the terms of the contract and as per instructions, BHEL will take suitable action and contract may be terminated.
- viii. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.
- ix. In case it comes to notice of BHEL at any stage during tendering process / contract period that the particular transporter, has given false / suppressed / forged / fake information, then his contract is liable to be terminated and Earnest Money / Security Deposit shall be forfeited.
- x. If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the relevant Guidelines for Suspension of Business Dealings with the Suppliers in vogue in BHEL.

20. BHEL RESERVES THE RIGHT

- i. Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- ii. To split up any one or more Categories / Groups or tender in totality without assigning any reason thereof.
- iii. To reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- iv. Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
- v. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- vi. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- vii. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- viii. To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- ix. To approve such number of transporters as may warrant for smooth operational requirement.

- x. To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- xi. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- xii. To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- xiii. In case of discrepancy in quoted rates following will be applicable.
 - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- xiv. Canvassing in any form, in connection with the tender is STRICTLY PROHIBITED and quotation of transporters, who are found involved in canvassing, will be rejected.
- xv. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

21. **TAXES AND DUTIES**

After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.

ANNEXURE- B

SPECIAL TERMS AND CONDITIONS

1. DETAILS OF CATEGORIES:

1.1 A1 Category (Small)

Small Consignments having weight up to 5.5MT, from Haridwar to Yamunanagar through Mechanical Trucks.

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	A1 Category Small consignments up to 5.5 MT through Trucks	0.17

Door Delivery and Door Collection Charges for A1 Category:

Sl.	Door Delivery & Door Collection Charges	1	2	3
		Bill of Quantity (No. of GR)	Rate Rs. per GR	Value in Rs. Lacs (Col. 1 x Col. 2)
1	Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	27		

1.2 A2 Category (Truck)

Consignments having weight up to 7MT, from Haridwar to Yamunanagar.

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	A2 Category Consignments above 5.5 MT up to 7MT through Trucks	0.14

1.3 A3 Category (Taurus)

Consignments having weight 7MT to 15MT, from Haridwar to Yamunanagar.

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	A3 Category Consignments above 7MT to 15MT through Trucks	0.30

1.4 D Category

Urgent Consignments having weight up to 5MT (Mini Truck Load), Haridwar to Yamunanagar.

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	D Category (URGENT) Mini Truck Load up to 5 MT	0.05

1.5 TRAILER CATEGORIES (C1, C2 & C3)

From Haridwar to Yamunanagar.

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	C1 Category Trailer for consignment weight Above 15MT – 21MT	3.39
2	C2 Category Trailer for consignment weight Above 21MT – 27MT	1.27
3	C3 Category Trailer for consignment weight Above 27MT – 41MT	1.93

1.6 TRAILER CATEGORY WITH CONSIGNMENTS HEIGHT MORE THAN 3.5 MTRS (C1H, C2H & C3H) – GROUPS:

From Haridwar to Yamunanagar, (Only for consignments having height above 3.5 meters)

Sl.	Description	Bill of Quantity Approx. (In MT x KM Lacs)
1	C1H Category Trailer for consignment weight Above 15MT – 21MT Height Above 3.5 Mtrs	0.14
2	C2H Category Trailer for consignment weight Above 21MT – 27MT Height Above 3.5 Mtrs	0.18
3	C3H Category Trailer for consignment weight Above 27MT – 41MT Height Above 3.5 Mtrs	0.33

2. DIMENSIONAL DEFINITIONS OF CATEGORY-A1, A2 & A3:-**2.1 CATEGORY A1:** A1 (treated as 'Smalls') covers following consignments:

Weight up to : 5.5 MT

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

The payment of freight will be computed at the rates applicable for A1 category. **Minimum chargeable weight allowed will be 60 Kgs for A1 Category.**

2.2 CATEGORY A2: A2 covers following consignments:

Weight up to : Above 5.5 MT & up to 7 MT

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

- (a) Capacity of truck under A2 will be 7 MT. Freight payment will be made for 7 MT.
- (b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 5.5MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).
- (c) In case the gross weight of consignment(s) is more than 7 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.
- (d) T/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full truck load irrespective of actual or volumetric weight.

ODC CHARGES (COMMON FOR A1 AND A2):

- (a) Packages having height from **2.05m to 2.50m** will also be covered under category A1 & A2 as ODCs.
- (b) On account of height ODC, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.
- (c) Dimensions of all the consignments transported will be recorded invariably on the GR at loading point.

2.3 CATEGORY A3: A3 covers following consignments:

- Weight up to : Above 7 MT & up to 15 MT
- Dimension up to : 6.70m (L) x 2.05m (W) x 2.05m (H)

- (a) Payment will be made for 15 MT.
- (b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 11MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).
- (c) In case the gross weight of consignment(s) is more than 15 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.
- (d) T/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full truck load irrespective of actual or volumetric weight.

ODC CHARGES (A3):

- (a) Packages having height from **2.05m to 2.50m** will also be covered under category A3 as ODCs.
- (b) On account of ODCs, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.
- (c) Dimensions of all the consignments transported will be recorded invariably on the GR at loading point.

3. DIMENSIONAL DEFINITIONS OF TRAILER CATEGORIES:

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

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

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

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

For weight consideration following will be applicable:

3.1 CATEGORY C1:

Qualification of packages for C1 category-

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

Payment for C1-

- (a) Payment will be made for 21 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 17MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).
- (c) Booking of consignments only up to 21 MT is allowed in C1 category trailer, however, in case the gross /actual weight of consignment(s) varies after loading above 21 MT, payment will be made on actual weight limited to 41 MT (only if Loading Capacity of Vehicle is equal to or higher than actual weight).

3.2 CATEGORY C2:

Qualification of packages for C2 category-

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

Payment for C2-

- (a) Payment will be made for 27 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) Booking of consignments only up to 27 MT is allowed in C2 category trailer, however, in case the gross /actual weight of consignment(s) varies after loading above 27 MT, payment will be made on actual weight limited to 41 MT (only if Loading Capacity of Vehicle is equal to or higher than actual weight).

3.3 CATEGORY C3:

Qualification of packages for C3 category-

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

Payment for C3-

- (a) Payment will be made for 35 MT (for consignment weighing up from 27MT to 35 MT) or the Loading Capacity of Vehicle, whichever is lower.
- (b) If the weight of the consignments is more than 35 MT, Payment will be made for actual weight of the consignments or the Loading Capacity of Vehicle, whichever is lower, limited to 41MT.
- (c) Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.

4. TRAILER CATEGORY WITH CONSIGNMENTS HEIGHT MORE THAN 3.5 MTRS (C1H, C2H & C3H):

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

4.1 Qualification of packages-

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

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

4.2 Payment-

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

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

For C1, C2 & C3 trailers Consignment falling under trailer category, with Length above 12.20 Mtr and upto 17.50 Mtr or Width above 2.60 Mtr and upto 6.00 Mtr or Height above 2.50 Mtr and upto 3.50 Mtr will be treated as extra-large consignments.

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

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

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

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

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

Diesel variation will be chargeable on the basic freight

ODC charges will be applicable on Basic freight and diesel variation

Gross freight = Basic freight + Diesel variation + ODC charges

FOR TRAILER CATEGORY WITH CONSIGNMENTS HEIGHT MORE THAN 3.5 MTRS

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

IMPORTANT NOTES:

- a) The above mentioned ODC compensation charges will be applicable for basic freight (including diesel escalation/de-escalation charges) of full trailer.
- b) In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.
- c) Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
- d) In order to make optimum use of loading capacity of vehicles for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.

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

This category of consignments is for prompt delivery within the stipulated short period. Consignments weighing up to 5 MT with dimensions up to 3.96 Mtr in length, 1.80 Mtr in width and 2.00 Mtr in height are treated as Mini Truck / Van loads.

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

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

7. RUNNING TIME AND PENALTY ON LIQUIDITY DAMAGE/ LATE DELIVERY:

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

Allowed time for delivery of consignments for all categories of vehicles (Except A1 category) shall be 'ONE DAY' excluding the Date of Exit (i.e. Gate Pass date) and Vehicle Reaching Date (at destination)

For A1 category: Allowed time for delivery of consignments shall be '7 Days (Seven Days)' excluding the Date of Exit (i.e. Gate Pass date) and Vehicle Reaching Date (at destination)

- (a) If the consignments are not delivered within the normal transit time as above plus 2 days of 'grace time', excluding the **Date of Exit** (i.e. Gate Pass date) and **Vehicle Reaching Date** (at destination), **penalty at the rate of 2/7% of gross freight per day** in case of full truck / trailer will be levied on the transporter subject to **maximum of 30% of the gross freight**. However, If Consignment was booked against consignee copy(CC) the transporter should inform CDX through email regarding the reach of material/consignment at nearest Godown with supporting report of GPS/Tracking with email as a proof. The transit time between reach date at nearest Godown and receiving of CC by transporter will not be consider for calculation of transit time and hence calculation of LD.
- (b) Where under loads are booked as full load (except in the category of A1), a higher penalty @ 0.5% per day of the gross freight will be imposed subject to a maximum of 40% of gross freight. Additional time is permitted in circumstances of Clause 13 of Annexure-B.
- (c) **In case of Category – D, no grace period shall be applicable and if the consignments are not delivered within time, penalty at the rate of Rs. 2000 per day will be levied on the transporter subject to a maximum of 50% of the gross freight.**

- 7.2 In normal cases the time allowed for delivery of small consignments (i.e. for A1 Category) will be 7 days as under** (The day of loading and the day of delivery shall not be considered as part of transit time.):-

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

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

8. 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.
9. The transporter shall ensure delivery of material within 48 Hrs. against all GRs received in Shipping Section after retirement. In case the delivery of such consignments is delayed and the case becomes time barred for claim purposes, the whole responsibility will be of transporter.

10. Blank

11. **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 GST / duties other than above if levied by Government shall be paid extra as applicable.

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

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

- **Door delivery and Door collection charges shall be payable for A1.** The bidder shall quote for door collection and delivery charges (total value) per GR in the Price Bid. For A1 Category, door delivery and collection charges shall be treated as a single entity and payable for all cases per GR.
- In case small (A1) sub contracted jobs are dispatched to a station making as full truck load involving more than two vendors full truck load shall be payable for heaviest consignment transportation & door delivery charges only for other consignment(s).
- **For Categories other than A1:** All dispatches to Yamunanagar must be door collected & door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.

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

- **OCTROI CHARGES**
Octroi charges shall be paid initially by the transporter for all the paid (outgoing) and to-pay (incoming) consignments, which will be reimbursed on production of documentary proof (original copy of the octroi receipt) alongwith the freight bills. No charges will be paid by BHEL for detention of vehicles at check posts, except as provided at Clause for "Detention Charges".
- **POWER BLOCK / HEIGHT GAUGE CHARGES**
This shall be applicable for trailer loads with height above 3.5 meter. The power block / height gauge charges at railway crossings shall be paid initially by the transporter.
The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. and date of payment against which the charges are paid. The transporter shall intimate BHEL vide email or writing in hard copy prior to take power block.

Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of **Eight (8) working days** shall be considered at each gate subject to submission of the proof.

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

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

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

14. Price Variation Clause (PVC) on Diesel Escalation/ De-escalation:

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

15. DETENTION CHARGES

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

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

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

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

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

Detention charges, if any, shall be over and above freight charges.

16. PAYMENT FOR UNUTILISED VEHICLE

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

17. PENALTY FOR LATE PLACEMENT OF VEHICLES / REFUSAL FOR PLACEMENT:

- i. Vehicles as and when requested by BHEL 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. All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 8:00 AM to 15:00 hrs on all working days.
- ii. Free time for placement of vehicles shall be as per table below. For delay in placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles as furnished below:

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

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

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

NON-PLACEMENT / REFUSAL

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

By Calling quotations:**(i) Alternate arrangement through same Contract:**

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

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

(ii) Alternate arrangement through All India Mechanical Rate Contract:

- a) BHEL will seek special quotations (eg through email) from all active/ approved Transporters (except defaulter transporter) of running All India Mechanical Rate Contract.

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

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

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

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

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

18. BULK / VOLUMINOUS CONSIGNMENTS

In case of smalls Cat.A1 consignment, the weight will be taken as actual weight or voluminous weight whichever is higher. The voluminous weight will be calculated @ 400 Kgs = 1 Cu. Meter. However, in case of full truck load the voluminous weight will be limited to 7 MT and for Mini Truck / Van category 5 MT. In case of trailer category C1, C2, C3 so long as the consignment remains in the specified size as per terms, no extra amount is payable even if the voluminous weight is higher than the actual weight of the material transported.

19. TRANS-SHIPMENT

- Transshipment in case of Smalls (A1 category) and A2 is not barred but may be resorted to minimum possible extent.
- Transshipment in case of consignments booked with "No Transshipment" as a special instruction on GR/LR is not allowed. In case of D, A3 and all Trailer categories, transshipment is strictly prohibited.
- Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en route, the same can be allowed in D, A3 and all trailer categories only with prior permission of BHEL executive not below the rank of DGM.
- In such cases, anywhere en route, transporter has to comply following before proceeding for further journey:-
 - Transporter has to inform BHEL of such an event immediately in writing, mentioning the circumstances necessitating the transshipment.
 - Transporter will submit self-attested (signed and stamped) copy of RC of vehicle would be deployed, to BHEL (except in case of Cat-D).
 - Transporter shall ensure that the same or higher category of the vehicle is placed.
 - Transporter will take prior permission of BHEL as mentioned above.
 - Failing to above points, freight payment will be restricted to actual weight subject to safe delivery of consignment(s); and penalty of 5% of the gross freight amount will be levied.
- In case of approved transshipment, freight will be paid for minimum payable weight as per relevant category OR the loading capacity of vehicle placed originally OR the loading capacity of vehicle through which delivered (lowest of the three).

- In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment due to transshipment shall be recovered from the transporter.
- Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety.

20. 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.**

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22. CLUBBING OF MATERIAL

- Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No freight payment will be released for such cases.
- If more than two such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.

23. VARIATION IN WEIGHMENT OF SCRAP

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

24. ROUTE & DISTANCE:

- 24.1** The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route considering the safety of consignment. Safe delivery of consignment is the sole responsibility of transporter.
- 24.2** The distance for the purpose of freight admissibility shall be the shortest route exhibited in the Station to station distances calculated and approved by the Distance Committee of BHEL and distance chart is given at BHEL Website <https://hwr.bhel.com> under the heading "Transporter>>Approved Transporters" sub-heading "Approved Transporter" or at address:- <https://hwr.bhel.com/transWeb/approvedDistances.jsp>. **Current approved distance from Haridwar to Yamunanagar is 117km.**
Regular updation of BHEL approved distances on above mentioned website shall be in the scope of BHEL's Distance Committee.
- 24.3** If it is found later that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills/Security Deposits.
- 24.4** Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall inform BHEL & take prior permission for longer route. If the transporter transport material without taking permission from BHEL, freight payment will be made as per the shortest route defined in Clause no. 24.2 of Special terms and conditions. Longer route permission will be obtained by transporter from consignor (i.e. not below the rank of DGM), clearly mentioning the reason for this and BHEL's decision shall be final and binding on the transporter.
- 24.5** In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like Railways, Post & Telegraph,

Electricity Boards, Municipalities, Panchayats, Public Works Deptt., Highways, Forest Irrigation, Police, Regional Transport Offices, etc. for speedy transportation.

24.6 The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.

24.7 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.

25. TRACKING OF VEHICLE

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

26. 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.
- 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.

27. 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. This is applicable for all transporters under BHEL Rate Contract irrespective of whether one has entered in to contract for one category 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.

ANNEXURE-C

GENERAL TERMS AND CONDITIONS

1. INFORMATION SYSTEM:

For liaison of day to day work with BHEL/ Customer/ Sub Contractor, it is suggested to depute a Branch Manager at Ranipur Haridwar. In case it is felt necessary by BHEL then contractor has to depute a Branch Manager at Ranipur Haridwar.

2. BOOKING OF CONSIGNMENTS

- i. Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type, carry either a packing slip fixed on outside the package or paint-written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship Name, Bill of Lading / Air Way Bill No. etc. in case of import /export consignment should also be mentioned.
- ii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "Duplicate for Transporter" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "Duplicate for Transporter" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "Duplicate for Transporter" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, " Duplicate for Transporter" should be delivered with the material to consignee against signature.
- iv. All dispatches to Customer's site must be door delivered in all categories of goods.
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Loading/unloading including crane facility, at consignor's/consignee's premises 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.
- vii. 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.
- viii. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- ix. 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.
- x. 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

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.

- xi. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites and the movement inside the premises of BHEL/sites.

Transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.

3. **SUB-LETTING OF WORK:**

3.1 Under no circumstances, the transporter after entering the rate contract would be permitted to sublet transportation of consignments entrusted to him through other transporters/ agencies.

3.2 Hiring of vehicles will be permitted; however, sub-letting of work is strictly prohibited. Whole responsibility of safe transportation will rest with the transporter(s) to whom the contract is/are awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

4. **TRAFFIC REGULATIONS & REQUIREMENTS:**

- 4.1 The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any accident/ damage to the vehicle while it is enroute or on the company's/customer's work or when parked in or around the company's/ customer's or any other premises, or during loading/unloading or any other circumstances.
- 4.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 4.3 The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract. All BHEL consignments shall be transported only in fully insured vehicles and vehicle having all statutory valid documents. Any damage due to wrong deployment of vehicles is to the Contractor's account.
- 4.4 It shall be the responsibility of the transporter to provide at his/her/their cost trained and licensed personnel for running the vehicles. The Transporter shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles.
- 4.5 The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted.
- 4.6 Proper loading and lashing of the consignments in most secured manner shall be done by the transporter keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 4.7 Transporters shall make aware concerned drivers/staff about the danger and safety aspects related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 4.8 Transporters shall ensure that Motor Vehicle Act 1988 (as amended from time to time) is strictly followed as applicable. Vehicles deployed for the job must be roadworthy, and having necessary road permit, insurance and all related documents/ certificates.
- 4.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet, documents to be carried etc. and also conversant with the environmental impact arising from the wasteful activities pertaining to use of fuels, lube & other oils, its spillage and proper disposal of various items used in automotive vehicles. The Transporter shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.

Transporters shall follow all necessary instructions relating to environmental safety and occupational Health Safety. Transporter shall follow all necessary instructions relating to **ISO-14001** and **OHSAS-18001** obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.

Some of the necessary instructions are mentioned as below-

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

- 4.10 The Transporter is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Transporter.
- 4.11 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.

5. ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:

- 5.1 The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
- 5.2 The transporter shall get required permission from Govt. of India, Ministry of Road Transport & Highways (MoRTH) or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter has to produce such approved documents if asked by BHEL.
- 5.3 Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.

6. PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be organised by BHEL in association with the transporters. The transporter shall ensure: -

- 6.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 6.2 Good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to secure the consignment as per lashing scheme if provided or explained by BHEL to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority/ third party nominated by BHEL.
- 6.3 To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin and /or suitable covering to the consignments.
- 6.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- 6.5 Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from loading point.
- 6.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

7. SAFETY OF CONSIGNMENT:

- 7.1 The transporter shall be solely responsible for the safe custody of the consignments from the time documents are handed over to him until the consignments are delivered at the destination and acknowledgement for the same is duly obtained.

- 7.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 7.3 The transporter will indemnify BHEL and not hold BHEL responsible against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 7.4 Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points.
- 7.5 Transporter shall NOT auction any material belonging to BHEL where customer/ suppliers/ consignee/ destination agency have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice. The transporter concerned should take up these cases with the consignee as well as consigner simultaneously.
- 7.6 Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on **freight "To Pay" but no demurrage payable** basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

8. **STATUTORY AND OTHER IMPORTANT OBLIGATIONS OF TRANSPORTER:**

- 8.1 The transporter will observe and comply with the requirements of the Minimum Wages Act, Payment of Gratuity Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and its employees.
- 8.2 The transporter shall indemnify BHEL and not hold BHEL responsible against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 8.3 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 in the course of this contract.
- 8.4 All restrictions/ provisions under **Rule no.144 (xi)** of the **General Finance Rule (GFR)** i.e. procurement from bidders representing countries sharing land borders with India, Public Procurement shall be applicable as per order no. F.No..7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (DoE) (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>).
- (a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. The requirement of registration has been applicable since 23.07.2020. Competent Authority for registration is specified in Annexure-I of DoE Order. (ref Clause 2 of DoE Order)
- (b) The definition of bidder (or entity) from a country which shares a land border with India is mentioned at clause 12 of DoE Order.
- (c) Beneficial owner for the purposes of para 12 (d) is mentioned at clause 13 of DoE Order .
- (d) The definition of 'Agent' for the purposes of para 12 (e) is mentioned at Clause 14 of the DoE Order. However, a bidder who only procures raw materials, components etc. from an entity from a country which shares land border with India and then manufactures or converts them into other goods, will not be treated as an Agent. (ref Note (ii) of clause 14 (Definition of Agent))
- (e) As per clause 17 of DoE Order i.e. Sub-contracting in Works contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. As per Note mentioned in the DoE Order, procurement of raw material, components, etc. does not constitute sub-contracting.

9. **INDEMNITY:**

- 9.1 The transporter shall have to indemnify BHEL and not hold BHEL responsible against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees.
- 9.2 The transporter shall indemnify BHEL/ 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.

- 9.3** The transporter acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.
As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.
- 9.4** The transporters approved and operating under the transportation rate contracts shall be 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 non-compliance relating to freight billing.
 - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

10. CONSIGNMENT NOTE CERTIFICATION:

The following information shall invariably be **legibly and clearly indicated on the BHEL's Consignment Note** (i.e. LR Performa) by the transporter at the time of loading of the consignment and prior to certification of dispatch:-

- i) Registration No(s). of the vehicle(s).
- ii) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
- iii) Name & address of the consignor and consignee with specific locations.
- iv) Description of the consignments with BHEL Purchase Order (PO) / Work Order (WO) reference.
- v) Distance to destination in KM and rate of freight.
- vi) Dispatch Control Record entry No. and reference to all other relevant information thereto etc.
- vii) Freight details and consignment value.

In case BHEL/ Customer required to book the consignment through e-LR, contractor is binding and arrange the same by doing necessary changes at their end.

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

The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL shall arrange insurance of the consignment, but, this will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods, and of transporter's liability either direct or consequential thereof including legal complications, if any. Besides,

- a. 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.
- b. 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).
- c. The transporters shall also be responsible for checking the packing conditions of consignments before he/she/they 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.
- d. 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.
- e. 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.

- f. The Transporter shall be 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.
- g. The Transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Transporter. BHEL is not responsible for any injuries to the Transporter's personnel inside the company premises.
- h. BHEL prefers their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.
- i. 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.
- j. 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.
- k. In cases of loss/ damaged/ open delivery/ shortages, freight amount shall be payable only after assessment / adjustment of loss.
- l. The recovery of such loss shall be done from the amount of freight of the respective consignment/ running bills/ Security Deposit. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor/Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- r. If damaged consignment is received, transporter shall have to furnish/submit following (indicative) documents for raising & subsequent admittance of insurance claim:
 - (i) Permanent registration (R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).
 - (ii) Valid driving license of driver for relevant category (for ensuring that authorized person was only driving the vehicle).
 - (iii) Damage/shortage certificate certifying that material has been damaged/shortage in transit.
 - (iv) Any other documents required by BHEL/Insurance agency.

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.

- s. In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.

12. **SAFE DELIVERY:**

- 12.1 The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period.
- 12.2 Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.
- 12.3 For all overdue consignments (i.e. delayed beyond the stipulated delivery time, transporters shall, through their local office, submit delivery status of the consignments regularly on weekly basis.

13. **DESPATCH DOCUMENTS:**

- 13.1 While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- i. Despatch Advice Note/Challan,
 - ii. Tax Invoice copy indicating Purchase/Work Order reference.
 - iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - iv. Consignee Copy of LR for door delivery,
 - v. E-way bill, wherever applicable,
 - vi. SMIV/PMIV/Gate Pass, wherever applicable.
- 13.2 The transporter shall be responsible for delivering the connected documents particularly gate pass/invoice, counter-foil of MDCC, E-Way bill etc. to the consignee and obtaining acknowledgement of the same.
- 13.3 In case the transporter fails to deliver original Tax Invoice/ Gate Pass (Duplicate for transporter to claim MoD vat) and any other required documents to CDX/CSX or concerned departments of BHEL and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 13.4 Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 13.5 All documents related with transportation, required to be shown at various check posts are to be collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
- 13.6 E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses enroute or, in case of transshipment amendment to e-way bill will be done as per the guidelines of e-way bill system.
- 13.7 If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.

- 14 **ESCORTS:** Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

15 **DELIVERY & ACKNOWLEDGEMENT:**

- 15.1 The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. **Transporters are advised to get the delivery acknowledgement information preferably preprinted behind their GR forms as follows:**

Acknowledgement / Receipt of Consignment*(To be pre-printed on reverse side of GR/LR)*

Receivedcase(s) crate(s) loose ... bundle(s) on (Date).....through [*] **Truck/ Trailer/ Puller**. Regn. No..... sent vide Consignment Note/LR NoDated 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

Authorized Signatory of the Consignee with Name & Seal

[*] Strike out which is not applicable.

- 15.2 All door delivery consignments with consignee copy attached will have to be delivered to site / customer/ destination point in case of outgoing consignments.
- 15.3 No other miscellaneous charges will be paid against such consignments for outgoing cases irrespective of nature of booking including Godown/stores delivery consignments.
- 15.4 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.
- 15.5 The transporter will be bound under the contract to give shortages/ damage/open delivery/ joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 15.6 The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 15.7 Transporters shall ensure submission of damage/shortage/loss/discrepancy certificate in the prescribed **Annexure-E**, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 15.8 In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 15.9 No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

16 RECOVERY TOWARDS IDLE CRANE CHARGES:

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 not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

17 Force Majeure: The following shall amount to force majeure conditions:

- I. Acts of God, Acts of any Government, War, Hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy, Civil war, rebellion, revolution, mutiny, usurpation of Civil or military government, conspiracy, blockades, Sabotage, Riots, Civil Commotions, insurrection, terrorist acts, acts of Public enemy, Flood or inundation, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, volcanic activity, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, plague, 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/BHEL has no control.
- II. 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. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

- III. 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. 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.
- IV. Force Majeure conditions will apply on both sides i.e. BHEL as well as the contractor. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by contractor or LD recoverable by BHEL. Contractor will also not be entitled to claim any damages due to the impact of force majeure conditions.

18 **GENERAL FREIGHT PAYMENT TERMS:**

18.1 Mode of payment of freight will be either on:

18.1.1 **"To Pay"** [TP] (*i.e. to be paid by our Consignee/Customer*) basis after receipt of goods at destination.

or

18.1.2 **"To be billed/Prepaid"** [TBB] (*to be paid by BHEL*) after satisfactory delivery of goods to Consignee/Customers and production of documentary evidence in support thereof.

To Pay cases where freight bills are to be paid by consignee, Freight confirmation letter (FCL) will be issued by BHEL on submission of photocopy of material acknowledgement taken from consignee duly certified by him.

- 18.2 For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid' category, payment will be made at Haridwar through CDX only after getting/ submission of acknowledgement from site/customer and other relevant documents.
- 18.3 All freight payment will be made through e-payment (NEFT/RTGS) after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 18.4 Irrespective of the value of the invoice amount, the contractor should necessarily upload the invoice details on **BHEL SUVIDHA Portal at <https://suvidha.bhel.in/suvidha/>**, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist.
- 18.5 Payment of clear and admissible freight bills shall normally be made within the period as given in below table from the date of presentation of the bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills to be prefer for submitted in Performa attached at **Annexure-D** along with following documents:
 - a) Original freight bill (4 copies)
 - b) Original acknowledged GR with 2 photocopies.
 - c) Loading plan, Gate pass, Requisition (2 copies each)
 - d) Approval for transshipment if transshipment/puller change is done enroute
 - e) Approval for diversion if the consignment is diverted from original destination

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

The settlement of invoice of **MSME suppliers for goods and services shall be only through any of the TReDS platform** (i.e. RXIL, M1xchange, Invoicemart, KReDX, C2FO), authorized by the Reserve Bank of India and registered by BHEL Haridwar Unit. Such MSME suppliers to select their preferred **TReDS platform** before award of contract. MSME suppliers will also have the option to change the **TReDS platform** from the drop-down menu on Suvridha portal of BHEL, at the time of invoice submission. Wherever the invoices is accepted by BHEL, the same shall be validated by the Unit on the respective **TReDS platform** selected by the supplier. The routing of invoices through the **TReDS platform** shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its invoices on the **TReDS platform**. In case discounting is not availed by the supplier on **TReDS**, the invoices will be paid through **TReDS** as per the payment timelines indicated in the contract.

18.6 Transporter will furnish money receipt for the freight payment wherever required 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) against all the freight payments made to him has been received.

18.7 **All Freight Bills must be submitted within 6 months of GR date or 3 months of delivery date whichever is earlier, beyond which, acceptance of freight bill(s) is on fully BHEL's discretion.**

18.8 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, or settlement of insurance claim by underwriters in case of equipment damage. Further, BHEL's decision shall be final and binding on the Transporter in such cases.

18.9 The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account.

The bidder to provide status under Goods and Service Tax (GST), registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

As per GOI, Goods Transport Agency is having option to opt either Reverse Charge Mechanism (RCM) or Forward Charge Mechanism (FCM). In case of RCM, the GST without input tax credit to GTA, shall be paid by Service Recipient and in case of FCM, GST with input tax credit to GTA, shall be payable by GTA.

The bidder shall clearly provide option opted and same shall be valid for the said financial year. GST shall be reimbursed as per actual, after showing/available on GST portal.

18.10 E-Invoicing under GST is being implementing w.e.f. 01.08.2023 for all the taxable persons (suppliers/vendors etc.) having turnover more than Rs. 5 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.

18.11 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.

18.12 CBIC has issued Notification No. 17/2022 & 10/2023-Central Tax | Dated: 10th May 2023, for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding ₹5 crores in any of the FY from 2017-18 and onwards. Accordingly, in terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.

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

- 18.13 Bidder will be entertained only if the transporter has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer.** If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Bidder under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal.
- 18.14** Bidder shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 18.15** All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). Invoices will be processed only upon completion of statutory requirement and further
- Vendor declaring such invoice in Form GST
 - Receipt of Goods or Services and Tax invoice by BHEL
- 18.16** The transporter shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN Portal.
- 18.17** In case of discrepancy in the data uploaded by the transporter in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Transporter has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 18.18** In cases where invoice details have been uploaded by the transporter but failed to remit the GST amount to GST Department within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest.
- 18.19** In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the contractor and interest if any will be recovered from contractor.
- 18.20** Where any GST liability arising on BHEL under Reverse Charge (RCM), the transporter has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the transporter.
- 18.21** GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the transporter.
- 18.22** Applicable GST if any on forfeiture of Security Deposit, penalties shall be recovered from contractor.

19 LOADING AND UNLOADING OF CONSIGNMENTS:

- 19.1** BHEL shall be responsible for loading of all outgoing. Loading and unloading is the responsibility of consignor or consignee at BHEL/ Sites. Contractor's scope will not cover Loading & Unloading. However, availability of transporter's representative is mandatory during loading / unloading.
- 19.2** Unloading of outgoing consignments at BHEL Site shall be done as per terms of BHEL's contract with the customers.
- 19.3** Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.

20 PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:

- 20.1** The performance of the transporters shall be evaluated time to time and evaluation will be based upon the parameters like Booking acceptance, timely placement of vehicles, Providing GPS details, safe & timely delivery, material reach reporting, transshipment and timely submission of freight bills.
- 20.2** Business distribution as specified in Terms & Conditions may therefore, vary from time to time, depending upon the performance of the transporters.
- 20.3** Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

21 ARBITRATION:-

- (i) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.
- (ii) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- (iii) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the Delhi International Arbitration Centre (DIAC) for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.
- (iv) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the DIAC.
- (v) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the DIAC. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.
- (vi) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the DIAC.
- (vii) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.
- (viii) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.
- (ix) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued (Haridwar in this instance case) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.
- (x) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.
- (xi) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.

22 JURISDICTION:

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

23 RESCUE OPERATION

Transporter shall be fully responsible for rescue operation. If any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier /crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

24 Grace Period for Kanwad Mela (In July/August)/other delays:

24.1 A grace period of total 12 (Twelve) days on account of Kanwad Mela (10 days relaxation before Date of Shivratri, 1 day of Shivratri and 1 day relaxation after Date of Shivratri) shall be given only in respect of the consignments which are due to pass in the restricted zone i.e. Haridwar– Roorkee 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.

24.2 Delays in transportation of consignment due to imposition of restriction by State Governments, beyond the control of transporters, will be granted grace period by BHEL authorities for the purpose of obtaining clearances from the various state govt. departments. Maximum grace period will be limited to 15 days. However, transporter has to obtain prior permission from BHEL and also required to submit documentary evidence obtained from the department concern of the State Government in support of the same.

25 COORDINATING AGENCY AT BHEL: Nodal agency at BHEL for coordination of any type of query, reporting, tracking of material, issues enroute etc. with transporters shall be the planning/awarding agency who is handing over material to the transporter and additionally CDX department may co-opt in specific cases. For outgoing materials from BHEL, Haridwar, concerned executive of CDX department shall be contacted.

26 RISK PURCHASE: -

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, including non-lifting of consignment(s) as per Contract / Agreement, BHEL has the right to terminate the contract and may entrust the job to an alternate Transport Carrier and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. The contractor shall be liable for the additional expenditure/difference in Cost along with applicable overheads, GST, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. The decision of BHEL with regard to arriving at the cost of recovery (including applicable overheads) from the Carriers shall be final and binding on the Carriers.

27 Blank.

28 BANNED FIRMS: The offers of the bidders who are on the debarred list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

28.1.1 Commitment by BHEL:

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

28.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

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

29. Declaration by bidder on Conflict of Interest:

Bidders having a conflict of interest shall not be eligible to participate in the tender process.

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

30. Breach of Contract:

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note: Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

Remedies in case of Breach of Contract:

- (i) Wherein 14 days period has expired and Supplier/Vendor has failed to remedy the breach of contract, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to the contractor.
- (ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor/ Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor/ Contractor, retention amount, from the money due to the Supplier/Vendor/ Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- (iii) Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
 - In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor/ Contractor.

- If Supplier/Vendor/ Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor/ Contractor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor/Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- (iv) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor/ Contractor.
- (v) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

BHEL reserves the right to act against breach of contract clause or risk purchase clause or against both the clauses.

31. **Laws Governing the Contract:** The Contract shall be governed by the Laws of India and shall be operated complying with all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time.

Manager (CDX)
Bharat Heavy Electricals Limited

Annexure-D
Freight Bill Performa

TENDER NO.: BHEL/HWR/CDX/ENQ/2627-003

Bill No. _____

Bill Date. _____

Name of Transporter. _____

Full Address. _____

Pan Number. _____

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 Charges	Total	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

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

OR,

Bidder registered under **Forward Charge Mechanism** has to submit GST compliance certificate.

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

Special Instructions for Submission of Bills**Requirement of RC:**

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

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

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

Supporting Documents to be submitted along with the Bill:

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

Information Required on Receipt of GR to be Clearly Mentioned:

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

Annexure-E

Performa for Notice of Damage/Shortage/Loss/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 on 'freight billing')

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

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

Particulars of damage/shortage/discrepancy reproduced as reported:

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**PERFORMA for Price Bid Format (For Sample Purpose Only)****Annexure-F, Bill of quantity / Schedule of rates**

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

Note:

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

Price-Bid: Format (Sample only, as figures may change)

Validate		Print		Help		Item Wise BoQ	
Tender Inviting Authority: Incharge (CDX)							
Name of Work: Rate Contract for Transportation of Consignments Weighing upto 41 MT Through Mechanical Trucks/Trailers from Haridwar to Yamunanagar.							
Contract No: BHEL/HWR/CDX/ENQ/2627-003				Dated: 14/08/2026			
Name of the Bidder/ Bidding Firm							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
1. Quoted rates are valid for period of 120 days from date of technical bid opening.							
2. Rates should be quoted in figures as well as words and in Indian Rupees only.							
3. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for GST.							
4. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.							
5. Price bids for each of the categories will be evaluated separately.							
NUMBER	TEXT	NUMBER	TEXT	NUMBER	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Bill of Quantity (Tentative Business Volume)	BoQ Units	Estimated Rate in Rs. P	Quoted Currency in INR	Rate Quoted (in Rs. per KM per MT)/ Rs. Per GR	Quoted Rates in Words
1	2	4	5	6	12	7	13
1.01	A1 category Smalls-upto 5.50 MT	0.17	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.02	A1: Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	27	No. of GRs	55.00	INR		INR Zero Only
1.03	A2 category- Truck, upto 7MT	0.14	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.04	A3 category- Truck, 7MT to 15MT	0.30	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.05	D Category (URGENT) Mini Truck Load up to 5 MT	0.05	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.06	C1 Category Above 15MT – 21MT	3.39	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.07	C2 Category Above 21MT – 27MT	1.27	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.08	C3 Category Above 27MT – 41MT	1.93	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.09	C1H Category Above 15MT – 21MT (Consignment Height Above 3.5 Mtrs)	0.14	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.10	C2H Category Above 21MT – 27MT (Consignment Height Above 3.5 Mtrs)	0.18	(MTxKM) in Lakhs	55.00	INR		INR Zero Only
1.11	C3H Category Above 27MT – 41MT (Consignment Height Above 3.5 Mtrs)	0.33	(MTxKM) in Lakhs	55.00	INR		INR Zero Only

ANNEXURE-G**PERFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To,

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. dated valued at Rs. (Rupees -----)/FC. (in words.) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs. ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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 Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor

/ Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....

b) This Guarantee shall be valid up to

c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

Note for the contractor:

1. The claim period of the BG should be minimum 6 months from expiry date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value and shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

Annexure-H**Self-Certification Affidavit****(To be executed on non-judicial stamp paper worth ₹ 100/-)**

To,
Manager (CDX), HEEP, BHEL HARIDWAR

1. We _____ (IBA Code _____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2627-003 Dt 14/08/2026 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep validity of price for a period of 120 days from the date of opening the same.
3. A sum of ₹ _____/- (Rs _____ Lakhs only) is herewith forwarded as EMD in the form of _____ in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Haridwar.
 - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
 - We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
 - We confirm that other than us (Name of bidder), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
 - o BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - o Any document submitted by us was fake or forged
- Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
9. Verified and signed today, the ____ (Day) of ____ (Month) (Year) at ____ (Place) in the presence of the witnesses who have appended their signature with address hereunder:

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

PERFORMA FOR CERTIFICATE OF NO DEVIATION**(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)**

To,
AGM, CDX
BHEL Haridwar

Dear Sir,
Subject: No Deviation Certificate

Reference:

- 1) Tender Enquiry Number:,
- 1) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Enquiry Number.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,
Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:

Annexure-XX

DOCUMENTS LIST FOR BIDDERS (TO BE SUBMITTED ALONG WITH THE TENDER DOCUMENTS)

Sl. No. ↓	<u>Documents to be Submitted</u>	<u>Documents Attached at Page Nos. (from Pg.- to Pg.)</u>	<u>Remarks (if any)</u>
1	<u>Ownership of the company</u>		
i	Bidder should be an Indian entity (Documentary Proof to be Attached)		
ii	Bidder should be in existence for last three years (Documentary Proof to be Attached)		
2	<u>Registration Particulars</u>		
i	PAN No. (Copy of PAN Card)		
ii	GSTIN. No. (Copy of GSTIN)		
iii	MSME (Micro/Small/Medium), if applicable (Copy of MSME Certificate)		
3	<u>Financial Requirements</u>		
i	<u>Balance Sheets</u> (Audited copies) and Profit & Loss accounts/Annual reports for the last two years i.e. PFY PFY-I		
ii	<u>ITRs Copy:</u> PFY PFY-I		
iii	<u>Net Worth as on last date of previous financial year (PFY) should be positive</u>		
iv	<u>IBA Recommendation</u>		
v	<u>Banker's Solvency Certificate</u> (for a min. of ₹ 100 Lacs)		
4	<u>Branch Offices Requirement</u>		
i	Branch List: (Attach list of required branches with address, Phone Number, Cell No., E-mail ID and name of person in charge)		
ii	Godown within 15 KM from BHEL, Haridwar's Main Gate (For A1 category bidder must have one Godown)		
5	<u>Other Mandatory Documents</u>		
i	Duly signed & stamped copy of tender document (All Pages)		
ii	Unpriced price bid (Annexure-F)		
iii	Proof for evidencing the Authority of Person signing the quotation e.g. Power of Attorney/Board Resolution etc.		
v	Self-Certification Affidavit (Format in tender document)		

Disclaimer: Documents submitted by bidders will be visible to all participating bidders/ Public domain as per guidelines and policies of eprocure.gov.in / NIC portal.22