

# **TENDER TERMS AND CONDITIONS OF RATE CONTRACT FOR ALL INDIA ROAD TRANSPORTATION (INCLUDING PORTS) OF CONSIGNMENTS WEIGHING UP TO 35 MT THROUGH MECHANICAL TRUCKS AND TRAILERS**



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



# भारत हैवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

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

## CENTRAL DESPATCH DIVISION

Phone: 01334-281471, E-mail: [navmit@bhel.in](mailto:navmit@bhel.in)

Websites: [www.hwr.bhel.in](http://www.hwr.bhel.in), [www.bhel.com](http://www.bhel.com)

Ref: BHEL/HWR/CDX/ENQ/2122-001

Date: 18.05.2021

## TENDER ENQUIRY LETTER

**Subject:** [Dispatch of Consignments having weight up to 35 MT by Road transportation from anywhere to anywhere in India through mechanical trucks/trailers.](#)

1. **Sealed 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 one year. The bids are to be submitted in two parts as under:-

- A. Technical Bid - Part-I**
- B. Price Bid - Part-II**

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

**Annexure “1”** - Eligibility Criteria along with supporting documents.

**Annexure “A”** - Instructions and Guidelines to Bidders.

**Annexure “B”** - General Terms & Conditions of the Tender.

**Annexure “C”** - Special Terms & Conditions of the Tender.

**Annexure “D”** - Performa for submission of freight bills.

**Annexure “E”** - Notice of Damage / Shortage / Discrepancy to consignment on delivery

**Annexure “F”** - Price Bids Format - Schedule of Rate (to be quoted by bidder)

**Annexure “G”** - Self Certification Affidavit

**Annexure “H”** - Integrity Pact

**Annexure “I”** - Performa for Bank Guarantee Bond.

### **3. SCOPE OF WORK:**

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

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

A. Technical Bid should be sealed in one envelope and super scribed with “Technical Bid – Part-I”, Tender No. **BHEL/HWR/CDX/ENQ/2122-001 Date 18/05/2021** and **Due Date of opening 11/06/2021**.

B. Price Bid - Part-II, should contain One Sealed Envelope. This Sealed envelope should contain again separate sealed envelope with PRICE of individual CATEGORY as mentioned in Annexure-F. Also each envelope shall be super scribed with tender no. and details. These envelopes shall again be sealed in another envelope and should be super scribed with “Price Bid – Part-II”, Tender No. **BHEL/HWR/CDX/ENQ/2122-001 Date 18/05/2021**.

C. Above two sealed envelopes (Part-I and Part-II) along with "Letter from Bidder to SDGM(CDX) regarding submission of Bid should be again sealed in a separate common envelope super scribed as "Tender No. BHEL/HWR/CDX/ENQ/2122-001 Date 18/05/2021 and "Due Date of opening 11/06/2021" and addressed to:

**Head of Materials Management,  
Tender Room, Material Management Deptt,  
4th Floor, Main Administrative Building  
HEEP, BHEL, Ranipur, Hardwar - 249403. (UTTARAKHAND)**

**Bids can also be sent through e-mail with following details:**

All bidders submitting their bids through e-mail are advised to have following clear subject line.

a) Tender Enquiry Reference No.-----  
b) Bid opening Date (Part 1, Techno-commercial) -----

Bidders to submit their technical bids and price bids as attachment (**Pdf Format with size limit up to 25 MB** named as Part-1 and part-2 respectively) with password protection (separately for each bid) and share the password of technical bid (**except price-bid**) through mail ([tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) after 1:45 pm (IST) on the day of Technical bid opening. Password for price-bid will be asked separately from techno-commercially qualified bidders, however if no password is received up to 4:00 pm (IST) of respective bids opening date, their bids will not be opened and will be ignored. Submission of bids through e-mail shall be considered as consent to open the bid without physically witnessing the event.

D. Above bid is to be sent under Registered Post / Speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before **13:45 Hrs, Due Date 11/06/2021** in tender box.

E. The bid can also be accepted (Personally dropped in the Tender Box) up to **13.45 Hrs, Due Date- 11/06/2021**. The sealed common envelope and first sealed envelope containing "Technical Bid-Part -I" will be opened on the same day i.e. 11/06/2021 **at 14:00 Hrs** in the presence of parties who wish to be present on the occasion.

**F. Quotations received after DUE DATE and TIME will be treated as LATE and NOT be considered.**

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. 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.

7. Any clarifications on the Tender document can be sought from the under signed on or before **11/06/2021 between 08:00 am to 01:00 pm**. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.

8. Any request for change of opening date of tender shall not be entertained.

**9. Earnest Money Deposit (EMD):**

A. An amount of **Rs 1,38,920 (Rs. One Lakh thirty-eight thousand nine hundred and twenty only)** shall be paid by bidders in following forms:

- Electronic Fund Transfer credited in BHEL account (before tender opening) at following address:

Name: BHEL HEEP COLLECTION A/C  
Account No- 10667995458  
IFSC Code –SBIN0000586  
Address : Ranipur Hardwar

- Banker's Cheque / Pay order/ Demand draft, in favour of BHEL HEEP Hardwar (along with techno-commercial bid)

- B. The quotations received without EMD are to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- C. EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of supporting documents.
- D. The EMD in respect of unsuccessful bidders shall be refunded normally within fifteen days of award of work.
- E. No interest on EMD amount shall be paid by BHEL.

**F. Forfeiture of EMD: EMD by the Tenderer may be forfeited as per NIT conditions, if:**

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
- The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
- In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

**For & on behalf of BHEL  
SDGM (CDX)**

**(Letter from Bidder to SDGM (CDX) regarding submission of Bid)**

**SDGM (CDX)**  
**Heavy Electrical Equipment Plant**  
**Bharat Heavy Electricals Limited**  
**Ranipur, HARIDWAR - 249403**

Subject: **Bid for safe transportation of consignments from anywhere to anywhere in India (Including Ports) as per categories mentioned in tender terms.**

Ref: **Tender No. BHEL/HWR/CDX/ENQ/2122-001 Dated 18/05/2021**

Dear Sir,

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

I/We hereby submit my/our documents / undertaking /affidavits / Earnest money as required in your NIT, in FIRST sealed envelope marked "Technical bid - Part-I".

In SECOND sealed envelope marked with "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)

Vehicle Category	Distance slabs	Group	Quoted/Not Quoted
<b>FTK-Category</b> <b>7MT to 16 MT (Minimum Payable weight</b> <b>7MT or on actual Weight for consignment</b> <b>beyond 7MT)</b>	Up to 500 kms	<b>FM1</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	501 - 1000 kms	<b>FM2</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	1001 - 1500 kms	<b>FM3</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	Above 1501 kms	<b>FM4</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
<b>FTR-Category</b> <b>Above 16 MT to 35 MT (Minimum Payable weight</b> <b>21 MT or on actual Weight for consignment beyond 21 MT)</b>	Up to 500 kms	<b>FM5</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	501 - 1000 kms	<b>FM6</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	1001 - 1500 kms	<b>FM7</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>
	Above 1501 kms	<b>FM8</b>	.....  <b>(WRITE QUOTED/ NOT QUOTED HERE)</b>

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

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

Thanking you,

**Encl:** 1. First envelope marked as "Technical Bid - Part-I".  
 2. Second envelope marked as "Price Bid - Part - II".

**SIGNATURE OF BIDDER, WITH SEAL**

**ANNEXURE-1**

## **PRE-QUALIFICATION REQUIREMENTS**

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

### **1. OWNERSHIP OF THE COMPANY:**

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

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

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

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

### **3. FINANCIAL REQUIREMENTS:**

- i. Annual Turnover (in Rs. Lakhs) – PFY,PFY-I & PFY-II.
- i. Turnover on account of revenue generated through freight & other transport related activity only.  
(*Minimum Required is the average of last 3 financial years of the bidder should be more than Rs. 64 Lakhs(Rupees Sixty Four Lakhs)*) – PFY,PFY-I & PFY-II.
- ii. Profit / Loss (in Rs. Lacs) – PFY, PFY-I & PFY-II (Profit in at least one year during last three FYs)
- iii. Income Tax Returns (ITRs) (*Copy of acknowledgement for filling ITRs to be enclosed*) – PFY,PFY-I & PFY-II.
- iv. Net Worth as on last date of previous financial year (PFY i.e FY 2019-20)
- v. Audited copies of Balance Sheets and Profit & Loss accounts or Annual reports for the last three years PFY,PFY-I & PFY-II.
- vi. IBA Recommendation (*Copy of IBA Recommendation, valid as on the date of tender issued*).
- vii. Banker's Solvency Certificate (*for a minimum of ₹ 100 Lacs*) Certificate should be issued not more than 6 months before the date of enquiry.

**Note: PFY stands for previous financial year,PFY-I(previous to PFY),PFY-II (previous to PFY-I)**

## **PRE-QUALIFICATION REQUIREMENTS**

### **4. BRANCH OFFICES REQUIREMENT:**

a. Bidder should have minimum 15 offices across India, including at least one branch in each of the following states:

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

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

<b>Serial No.</b>	<b>State</b>	<b>Branch Address</b>	<b>Contact person</b>	<b>Phone/Mobile Number</b>	<b>E-Mail Address</b>
1.	Uttar Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
2.	Bihar	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
3.	Assam	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
4.	West Bengal	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
5.	Jharkhand	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
6.	Orissa	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
7.	Telangana	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
8.	Tamil Nadu	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
9.	Maharashtra	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
10.	Madhya Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
11.	Rajasthan	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
12.	Punjab	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
13.	Chhattisgarh	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
14.	Andhra Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx
15.	Uttarakhand	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx

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

**Kandla / Mumbai / Chennai / Kolkata / Haldia**

<b>Serial No.</b>	<b>State</b>	<b>Branch Address</b>	<b>Contact person</b>	<b>Phone/Mobile Number</b>	<b>E-Mail Address</b>
1.	Mumbai/xxxxx	Xxxxxxxxxx	Xxxxxxx Xxxxxxx	XXXXXXXXXXXX	xxxxxxxx@xxxxxx.xx

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

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

**ANNEXURE-A****TECHNICAL BID (PART-I) - INSTRUCTIONS & GUIDELINES TO BIDDERS****1. TENDER DOCUMENTS**

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

**2. SUBMISSION AND OPENING OF TENDER**

Refer clause no.4 of notice for inviting the tender for details about submission and opening of tender.

**3. QUOTING OF RATES**

- I. Rates should be quoted in figures as well as in words for category shown in Annexure-F on Rs. Per Metric Tons per Kilometer basis. All entries in the tender documents should be clearly written in ink or typed. Erasing and overwriting is not permitted. All corrections/ cancellations/ insertions should be duly attested by the bidder concerned. The rates should be quoted only in the annexure attached. After filling in all the required particulars of the tender documents, the bidder shall sign each and every page of the tender document before submitting their tender. In case of, any discrepancy in rate, the higher of the same would be considered for evaluation, in the event of bidder becoming L1 the lower rate would be considered for contracting.

Bidder can quote for single categories FTK (Truck) or FTR (Trailer) as mentioned below. Further, to be eligible for any combination the bidder has to quote rates for all groups under that particular category, otherwise his offer for that combination will be incomplete and rejected. For example, if bidder is quoting for FTK category then he must quote for all four distance slabs of the category.

Bidder has to quote as per following combinations.

Vehicle Category	Distance slabs	Group
<b>FTK-Category</b>	Up to 500 kms	<b>FM1</b>
<b>7MT to 16 MT (Minimum Payable weight 7MT or on actual Weight for consignment beyond 7MT)</b>	501 - 1000 kms	<b>FM2</b>
	1001 - 1500 kms	<b>FM3</b>
	Above 1501 kms	<b>FM4</b>
<b>FTR-Category</b>	Up to 500 kms	<b>FM5</b>
<b>Above 16 MT to 35 MT (Minimum Payable weight 21 MT or on actual Weight for consignment beyond 21 MT)</b>	501 - 1000 kms	<b>FM6</b>
	1001 - 1500 kms	<b>FM7</b>
	Above 1501 kms	<b>FM8</b>

Note: Details of categories / groups are mentioned in clause 4 of Annexure-A

- II. While quoting the rates, bidder 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.
- III. Price offer should have a validity of at least **120 days** from the date of technical bid opening date for entering into contract.
- IV. 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.
- V. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable **HANDLING FACILITY** at Haridwar.

**VI. 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.
  - i. 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.
  - ii. 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; accordingly.,
  - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- xiv. 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.
- xv. 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.
- xvi. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

**VII. EVALUATION OF BIDS:**

- i. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening.
- ii. Bidder can quote for single categories FTK (Truck) or FTR (Trailer).
- iii. Evaluation of L1 bidder for a particular category shall be on the basis of combination of groups as follows:
  - Combination No. 1 – Cat. **FTK** = FM1, FM2, FM3, FM4
  - Combination No. 2 – Cat. **FTR** = FM5, FM6, FM7, FM8
- iv. To be eligible for any combination the bidder has to quote rates for all groups under that category.
- v. The bill of quantity in "MT - KM" Category-wise is mentioned in the Annexure-F of Tender. "Total quoted freight value" of all categories shall be calculated by Sum of Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT – KM) of all distance slabs of particular category, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards.
- vi. bill of quantity in "MT - KM" Category-wise is mentioned in the Annexure-F of Tender. "Total quoted freight value" of all categories shall be calculated by Sum of Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT – KM) of all distance slabs of particular category, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards.

**Example 1:**

Sl.	Group No.	Distances	BoQ (MT-KM)	Bidder 'X'		Bidder 'Y'	
				Quoted Rate, Rs/MT/KM	Value at quoted rates	Quoted Rate, Rs/MT/KM	Value at quoted rates
1	FM1	Up to 500 kms	10	1.2	12	1	10
2	FM2	501 - 1000 kms	15	1.5	22.5	1.3	19.5
3	FM3	1001 - 1500 kms	20	1.8	36	1.9	38
4	FM4	Above 1501 kms	25	2	50	2.5	62.5
Total				120.5		130	

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

**Vii In case of a tie in the position/ranking:**

In the course of evaluation , if more than one bidder happens to occupy L-status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders.

In case more than one bidder happen to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots , in the presence of the respective L-1 bidder(s) or their representatives(s)

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**VIII** If necessary, negotiation may be conducted with the respective L1 Bidders only.

**a. COUNTER OFFER:**

- i. The quoted/negotiated rates of L1 Bidder would then be counter offered to all successful bidders other than L1 bidder simultaneously. Based on acceptance or rejection from bidders in particular group, 75% (rounded off to next whole number) of techno-commercially qualified bidders or FIVE number of transporters, whichever is less will be selected for each category (in original sequence from L1 to Ln only).
- ii. The transporters, to whom counter offer is given, can accept or reject the counter offer of that particular category in totality. Acceptance/Non acceptance of counter offer shall be sought through e-mail.

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

- i. For each category, 75% (rounded off to next whole number) of techno-commercially qualified bidders or FIVE number of transporters, whichever is less, shall be required for Rate Contract.

ii. Business distribution shall be based on the weighted % on reverse order of total number of transporters accepting the price.

<b>Bidder Position/Ranking</b>	<b>% Business</b>
L1	$5 / (1+2+3+4+5) = 33\%$
L2	$4 / (1+2+3+4+5) = 27\%$
L3	$3 / (1+2+3+4+5) = 20\%$
L4	$2 / (1+2+3+4+5) = 13\%$
L5	$1 / (1+2+3+4+5) = 7\%$
Total	100%

**Sample Calculation:**

iii. In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters. If no bidder (other than L1 bidder) accepts the counter offer, the L1 bidder has to accept and execute the contract.

iv. Above % of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.

c. **CONTRACT AGREEMENT:**

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

viii. **DETAILS OF CATEGORIES:**

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

**4.1 Truck Category (FTK) – GROUPS FM1 to FM4**

Consignments having weight up to 16 MT, from anywhere to anywhere in India (**Including Ports**) through mechanical trucks.

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	<b>FTK-Category</b> <b>7MT to 16 MT (Minimum Payable weight 7MT or on actual Weight for consignment beyond 7MT)</b>	FM1	Up to 500 kms	<b>0.11</b>
2		FM2	501 - 1000 kms	<b>0.12</b>
3		FM3	1001 - 1500 kms	<b>0.21</b>
4		FM4	Above 1501 kms	<b>0.92</b>

**4.2 Trailer Category (FTR) - GROUPS FM5 to FM8**

Consignments having weight up to 35MT, from anywhere to anywhere in India (**Including Ports**) through suitable capacity of mechanical Trailers.

Sl.	Category	Group	Distance	Bill of Qty (In MT x KM lacs)
1	<b>FTR-Category</b> <b>Above 16 MT to 35 MT (Minimum Payable weight 21 MT or on actual Weight for consignment beyond 21 MT)</b>	FM5	Up to 500 km	<b>0.40</b>
2		FM6	501-1000 km	<b>0.79</b>
3		FM7	1001-1500 km	<b>3.89</b>
4		FM8	Above 1500 km	<b>30.21</b>

**IX SECURITY DEPOSIT CLAUSE:**

- i. The successful tenderer shall deposit required amount as security deposit within fifteen days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
- ii. The total amount of Security Deposit will be 5% of the contract value.
- iii. Security Deposit may be furnished in any one of the following forms:
  - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund transfer in favour of BHEL.
  - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
  - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
  - EMD of the successful bidder can be converted and adjusted against the security deposit. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- iv. Security Deposit shall be valid for the entire period of contract + further claim period of six months (From the date of expiry of contract for successful execution of contract). SD shall be refunded only after the expiry of claim period subject to successful execution of contract.
- V. The security deposit shall not carry any interest.
- vi. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

**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 LOI / 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 any of the transporter, has given false / suppressed / forged / fake information.
- iii. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- iv. BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

**X DESPATCHES BETWEEN SISTER CONCERN OF BHEL:**

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

**XI CONTRACT WITH SISTER CONCERN:**

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

**ANNEXURE-B**  
**GENERAL TERMS AND CONDITIONS**

**1. INFORMATION SYSTEM**

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

**2. BOOKING OF CONSIGNMENTS**

- i. Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type, carry either a packing slip fixed on outside the package or paint-written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship Name, Bill of Lading / Air Way Bill No. etc. in case of import /export consignment should also be mentioned.
- ii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.
- iv. All dispatches to BHEL Haridwar, must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. All dispatches to Customer's site must be door delivered in all categories of goods. Transporters shall collect and deliver the consignments from BHEL sites / suppliers or other notified places without any extra charges.
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Vehicles bringing materials for repair from sites to BHEL HEEP Hardwar shall be entered into plant after obtaining necessary permission from CDX/Commercial Executives only.
- vii. Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.
- viii. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- ix. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter. However, state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident en-route and consequences thereof including legal complications, rescue operation if any.

- x. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- xi. Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.
- xii. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.
  - (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
  - (ii) Weight & No of the packing cases OR liquid quantity in KL (iii) Registration No of the vehicle
  - (iv) Name & address of the consignor with specific destination
  - (iv) Reference to RDA issued by ROD, Mumbai Office (for dispatches from anywhere in Mumbai or from any port of India)
 Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.
- xiii. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites.
 

Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- xiv. All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period because of non- compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.
- xv. Transporter shall not auction any material belonging to BHEL where customer / supplier has defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.
- xvi. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation already in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
 

The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this contract.
- xvii. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

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

- i. The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER / VENDOR / SUB-CONTRACTOR (as the case may be) shall arrange insurance of the consignment. But, that will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods to destination and of his liability either direct or consequential thereof including legal complications, if any.
- ii. The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.

- iii. The weight, measurement and description of Goods/Materials mentioned in the Challans / Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).
- iv. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- v. In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- vi. Further, in case of accident the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:
  - 1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7. FIR Copy, 8. Any other documents as required by Insurance Agency.
- vii. Freight charges for consignments acknowledged on delivery under damage / shortage / discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer.
- viii. In case, where the damage / loss due to willful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- ix. In cases of damaged or open delivery or shortages, freight amount of the consignment shall be payable only after assessment / adjustment of loss from freight.
- x. However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- xi. In case transporter fails to pay the recoverable amount, necessary action in the Court of law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- xii. Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- xiii. However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- xiv. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- xv. If damaged consignment is received, transporter shall have to furnish/submit following documents for raising & subsequent admittance of insurance claim :
  - a) Permanent registration(R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).
  - b) Valid driving licence of driver for relevant category(for ensuring that authorised person was only driving the vehicle).
  - c) Damage/shortage certificate certifying that material has been damaged/shortage in transit.
 In case transporter fails to furnish the above documents & insurance claim is rejected due to same, the loss to BHEL shall be recovered from transporter.

**4. VARIATION IN WEIGHTMENT OF SCRAP**

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

**5. FREIGHT PAYMENTS**

- i. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration Number(s) and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure-D. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- ii. E-Invoicing under GST is being implementing w.e.f 01.01.2021 for all the taxable persons having turnover more than Rs 100 Cr, It has been specified by the Govt. that 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.
- iii. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor's copy) forms in following manner:

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

- iv. Mode of payment of freight will be either on:

- i) "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, or
- ii) "To be billed/Prepaid" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.
- v. All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar.
- vi. For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid' category, payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.
- vii. All freight payment will be made through e- payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- viii. Payment of freight bills shall normally be made within 30 days of presentation of the bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in Performa attached at Annexure-D.
- ix. Transporter will furnish money receipt for the freight payment wherever required by BHEL within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further bills. Security deposit of a transporter will not be released unless money receipts (wherever required by BHEL) against all the freight payments made to him has been received.
- x. All Freight Bills must be submitted within 6 months of expiry of Bank Guarantee, so that these can be processed by BHEL, beyond which no further claim will be entertained.
- xi. The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account. The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be

provided along with technical bid. The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid. As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt for GST rate without input tax credit to GTA (presently 5%) or GST rate with input tax credit to GTA payable under forward charge by GTA (presently 12%).

The bidder shall clearly provide option opted and the same shall be valid for the said financial year.

- xii. Freight increase on any account will not be permissible.

#### **PAYMENT FOR UNUTILISED VEHICLE**

If any vehicle is placed after giving requisition and vehicle is not utilized due to any reason not attributable to transporter, then payment of freight charges shall be made to transporter for minimum 200 km for trailer category and minimum 100 Kms for Truck category at the rate applicable for such category and distance slab.

#### **6. PROHIBITION OF SUB-LETTING**

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

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

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of One (1) year from the effective date of award of Contract/LOI. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- ii. The contract may be extended for further three (3) months or part thereof on the same rates and terms and conditions at the behest of BHEL Haridwar. However the contract can be considered for further extension of TWELVE (12) months/part thereof on the same rates & terms and conditions with mutual consent. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load will be given to him.
- iii. BHEL may enter into parallel Contract simultaneously with any other Contractor/ Transporter as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the categories.
- iv. BHEL reserves the right either to short close or terminate the contract entered into with any or all of the transporters without assigning any reason by giving one month notice by registered post acknowledgement or in person under acknowledgement.
- v. If transporter fails or neglects or refuses to observe / perform any of the terms and conditions / obligation under the contract, BHEL may without prejudice to any other rights terminate the contract by giving one month notice in writing and recover damages suffered by it from the transporter if any on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- vi. The transporter must ensure that they are IBA approved transporters throughout the contract period. If a transporter is not found to be IBA approved at any time during the contract period, the loading of business on them will be stopped immediately and loading will start only after submission of extension of IBA approval.
- vii. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

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

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

SI.	Vehicle Type	Free time for placement (working days)	Penalty (In Rs)
<b>A. At Haridwar &amp; other stations(including Port)</b>			
1	For Trucks	1	3000/- per day per truck
2	For Trailers	1	5000/- per day per trailer

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

- iii. However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight.
- iv. In case BHEL demands placement of vehicles even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- v. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- vi. No late placement penalty to be levied on Sundays/ Holidays (BHEL Hardiwar). 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.

**VII NON-PLACEMENT / REFUSAL**

1 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 20% of freight (Basic freight + variation in fuel + ODC charges, if any) shall be levied on defaulter transporter. BHEL may allot this work to any other transporter approved in that category and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive.

Procedure for second allotment shall be as follows:-

1. BHEL will email to all other active transporters in that category simultaneously.

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

2 BHEL may allot this work to any other transporter approved in that group at the behest of BHEL and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive.

3 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.

4 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.

5 Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

**9. INCENTIVE FOR EARLY DELIVERY:**

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

**10. ARBITRATION:**

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

**11. JURISDICTION**

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

**12. INDEMNITY**

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

**ANNEXURE- C****TECHNICAL BID – PART-I : SPECIAL TERMS AND CONDITIONS****1. DIMENSION DEFINATION OF CATEGORY –FTK AND FTR****1.1 CATEGORY FTK:** FTK covers following consignments:

Weight up to : 16 MT

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

- (a) Minimum Payment will be made for 7 MT and actual weight of the consignment payable beyond 7 Mt of weight.
- (b) To book the consignment under category- FTK as said above approval from Product head i.e GM is required.
- (c) In case the gross weight of consignment(s) is more than 16 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 (FTK):**(a) Packages having height from **2.05m to 2.50m** will also be covered under category FTK as ODCs.

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

**1.2 DIMENSIONAL DEFINITIONS OF TRAILER CATEGORY (FTR):** 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 FTR, having following dimensions shall be considered:

Length (L) : **Above 6.70m and up to 17.50m**Width (W) : **Above 2.05m and up to 5.50m**Height (H) : **Above 2.50m and up to 3.50m**

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

**For weight consideration following will be applicable.****CATEGORY FTR:****Qualification of packages for FTR category-**

- (a) Single package having gross weight above **16MT and up to 35MT** or having any dimension qualifying for trailer category.
- (b) Multiple packages having total gross weight or total volumetric weight above 16MT and up to 35MT. At least one package either by weight or any one dimension qualifying trailer category should be present.
- (c) As a special case, consignment(s) not qualified for trailer category either by size or by weight may also be booked / dispatched through trailer, with approval of competent authority of BHEL.

**Payment for Trailer Category (FTR):**

(a) Minimum Payment will be made for 21 MT or as per actual weight of consignment payable beyond 21 MT.

(b) To book the consignment under category- FTK as said above approval from Product head i.e GM is required.

(c) In case the gross weight of consignment(s) is more than 21 MT and up to 35MT, payment will be made on actual weight. Only if Loading Capacity of Vehicle is equal to or higher than actual weight.

## **2. PAYMENT OF ODC CHARGES IN MECHANICAL TRAILER CATEGORY:-**

For ConsignmentS falling under trailer category, with length above 1220 cms and upto 1750 cms or width above 260 cms and upto 550 cms or height above 250 cms and upto 350 cms will be treated as extra-large consignments. Extra payment on account of over-dimensional charges will be made for all dimensions of the consignment as applicable. Percentage of ODC payment shall be made as per the dimension slabs mentioned below:

1	For increase in <b>length</b> above <b>12.20 mtr</b> and up to <b>13.5 mtr</b>	Extra % on basic freight of full trailer	<b>5%</b>
2	For increase in <b>length</b> of every <b>0.50 mtr</b> or part thereof above <b>13.5 mtrs</b> .	Extra % on basic freight of full trailer	<b>5% over &amp; above</b> compensation mentioned in sl. no. 1
3	For increase in <b>width</b> above <b>2.60 mtr</b> and up to <b>3.00 mtr</b>	Extra % on basic freight of full trailer	<b>4% over &amp; above</b> compensation mentioned in sl. no. 2
4	For increase in <b>width</b> above <b>3.00 mtr</b> and up to <b>3.50 mtr</b>	Extra % on basic freight of full trailer	<b>4% over &amp; above</b> compensation mentioned in sl. no. 3
5	For increase in <b>width</b> of every <b>0.25 mtr</b> or part thereof above <b>3.50 mtr</b> and up to <b>4.50 mtr</b>	Extra % on basic freight of full trailer	<b>4% over &amp; above</b> compensation mentioned in sl. no. 4
6	For increase in <b>width</b> of every <b>0.25 mtr</b> or part thereof above <b>4.50 mtr</b> and up to <b>5.50 mtr</b>	Extra % on basic freight of full trailer	<b>5% over &amp; above</b> compensation mentioned in sl. no. 3 & 4
7	For increase in <b>height</b> above <b>2.5 mtr</b> and upto <b>3.0 mtr</b>	Extra % on basic freight of full trailer	<b>5%</b>
8	For increase in <b>height</b> of every <b>0.25 mtr</b> or part thereof above <b>3.0 mtr</b>	Extra % on basic freight of full trailer	<b>5% over &amp; above</b> compensation mentioned in sl. no. 6

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

### **3. Important Note:**

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

### **4. RUNNING TIME AND PENALTY ON LATE DELIVERY:**

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

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

Sl.	Category Description	Average Running Time
1.	Truck category Full/Partial load trucks	500 Kms/day
2.	Trailer consignments upto 35MT	350 Kms/day
3.	ODC consignments having length above 14 Mtr. and upto 15.5 Mtr. or width above 3.5 Mtr and upto 4.5 Mtr. or height above 3 Mtr and upto 3.5 Mtr.	200 Kms/day
4.	Any ODC consignment having length & height beyond the dimension mentioned in point (3) or width above 4.5 Mtr and up to 5.25 Mtr.	180 Kms/day
5.	Any ODC consignment having width beyond the dimension mentioned in point (4)	160 Kms/day
6.	Trailer with empty container	500 Kms/day

(a) If the consignments are not delivered within the normal transit time as above plus **1 day** grace time excluding the day of loading and unloading, penalty at the rate of **3/7%** 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.

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

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

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

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

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

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

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

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

**6 DISTANCE:**

**6.1** Minimum chargeable distance allowed will be **200 Kms.**

**6.2** Station to station distances are calculated and approved by the Distance Committee of BHEL and is given at BHEL Website [www.hwr.bhel.com](http://www.hwr.bhel.com) under approved distance TAB.

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

**7 ESCORT/ TRACKING OF VEHICLE**

- Where BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost.
- Transporter will permit installation of Vehicle Tracking System (VTS)/Global Positioning System (GPS), on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL.

- Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.

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

## **8 CONSIGNMENT WEIGHT / MEASUREMENTS**

- Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis.
- The verification of weight of incoming consignments with gross weight above 80 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge is under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as 7.85 gm/cm<sup>3</sup> which is universally acceptable) or weight verified on the basis of design weight as applicable. The weight also appears on SRVs.
- For dispatches from anywhere in Mumbai & from any ports in India, the weight & dimensions of the consignment shall be mentioned on Road Dispatch Advice (RDA) by ROD, Mumbai office. The weight & dimensions on RDA shall be based on Vendor's packing list/BL/AWB. If the difference between total weight of cargo, as mentioned on RDA and as that on "Weighment Slip" (of Weighing Bridge installed in Haridwar Plant), varies more than 5%, payment shall be made for higher weight limiting to the category of vehicle/carrying capacity of the vehicle as per RC. In case of BOI items, dispatched to various sites, gross weight of consignments, as mentioned on RDA, shall be taken for the purpose of freight payment. In case some correction is required to be done on the RDA after its issue by ROD, Mumbai or upon receipt of material in Plant, the same will be verified by the concerned executive of ROD / Haridwar. For consignments, which qualify to be transported in a smaller category vehicle, but instead, a higher category vehicle is provided/ used by transporter on his own choice, the payment shall be made as that for smaller category vehicle only, justifying the weight / dimensions of the consignments transported.
- For dispatches from BHEL Haridwar, of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design / Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done / possible.
- In case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL. In case of HEEP's weigh-bridge, CSX's executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.
- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

## **9 DELIVERY & ACKNOWLEDGEMENT**

- It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per Terms & conditions. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignments not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.
- The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
- No other miscellaneous charges will be paid against such consignments.
- In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.

- The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/station. Even in cases where transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at Delhi and in case it exceeds, then Rs.250/- per point extra will be paid over and above the basic freight.
- In case of freight "To Pay" consignments (including those dispatched from BHEL Haridwar) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

## **10 DEMURRAGE**

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

## **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 taxes / 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 BULK / VOLUMINOUS CONSIGNMENTS**

IN case of FTK and FTR , 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.

## **13 TRANS-SHIPMENT (FTK and FTR)**

- Transshipment in case of FTK and FTR category 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.
- Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en route, the same can be allowed 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.
  - 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.

**14** Preference may be given to transporters providing vehicles having valid National Permits for loading of consignments claims, if any, of transporter not furnishing vehicles having National Permit may not be considered.

**15 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".

- **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.

**16 DIESEL ESCALATION/DE- ESCALATION CLAUSE**

- The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However, increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- The reference diesel rate shall be the actual diesel rate as on date of technical bid opening. The rates of diesel will be calculated on the basis of IOCL website ([www.iocl.com](http://www.iocl.com)) rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- The latest diesel rate, available on IOCL website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month. For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL diesel rate available by 15th July.
- The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (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.

**17 VEHICLE PLACEMENT SCHEDULE**

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

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

**18 DELIVERY OF DOCUMENTS TO CONSIGNEE**

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

## **19 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.**

## **20 DETENTION CHARGES**

The detention charges shall be payable @ **Rs.1500/- for trucks (FTK)** per vehicle per day and **Rs. 2500/- for Trailers (FTR)** per vehicle per day, detention charges shall be on each occasion subject to detention of vehicle in plant/port/site beyond a period defined as given below:

### **DAY OF ENTRY + DAY OF EXIT (Excluding Sundays and Holidays as per BHEL Haridwar)**

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

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

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

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

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

## **21 HILL AREA FREIGHT**

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

## **22 LIFTING OF CONSIGNMENTS**

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

## **23 MISCELLANEOUS**

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

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

- (a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipments.
- (b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).

- (c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel.
- (d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.
- (e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/consignee immediately.
- (f) Safety requirement during external (outside BHEL Haridwar premises) transportation also.

- 25 As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.
- 26 Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.
- 27 However, the transporter will submit the photocopy of material acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL will be issued only after submission of acknowledgements instead of at the time of booking.
- 28 Transporter shall be fully responsible for safe movement of his vehicles, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.
- 29 Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
- 30 The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
31. Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.
32. The transporter will be given a standard GR format by BHEL, in A4 size for outward consignment sent from Haridwar and same format is to be utilized by transporters for their GRs.

### **33. 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.

### **34. SPECIAL CONDITION**

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

### **35. RESCUE OPERATION**

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

### **36. GRACE PERIOD FOR KANWAD MELA (IN JULY/AUGUST)**

**For LD Purpose: GRACE PERIOD FOR KANWAD MELA (IN JULY/ AUGUST)**

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

**37. RISK PURCHASE:**

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

Annexure-D  
Freight Bill Performa

**TENDER NO. : BHEL/HWR/CDX/ENQ/2122-001**

Bill No. \_\_\_\_\_

Name of Transporter. \_\_\_\_\_

Pan Number. \_\_\_\_\_

Bill Date. \_\_\_\_\_

Full Address. \_\_\_\_\_

GST Regn. Code. \_\_\_\_\_

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

We hereby submit our Bill for Transportation of your goods.

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

Total amount in words \_\_\_\_\_

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

**Signature & Seal of Transporter**

**Total amount in words verified for payment Rs. \_\_\_\_\_**

## **Special Instructions for Submission of Bills**

### **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)], Transhipment Approval (If Applicable), Under Load approval (If Applicable), Delay Approval (If Applicable).

### **Information Required on Receipt of GR to be Clearly Mentioned:**

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

**NOTICE OF DAMAGE / SHORTAGE / DISCREPANCY TO CONSIGNMENT ON DELIVERY**

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

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

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

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

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

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

(For endorsement by concerned Commercial Group)

**ANNEXURE- F****PRICE BID – PART-II**  
**TRUCK CATEGORY – FTK****SCHEDULE OF RATES: TENDER NO. BHEL/HWR/CDX/ENQ/2122-001**

**Truck Category (FTK), Consignments having weight 7 MT to 16 MT, from anywhere to anywhere in India (Including Ports) through mechanical closed body trucks.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT- KM Lakhs	Rate Rs. per MT per KM	Value in Rs. Lakhs (Col. 1 x Col. 2)
1	<b>FTK-Category 7MT to 16 MT (Minimum Payable weight 7MT or on actual Weight for consignment beyond 7MT)</b>	Up to 500 kms	FM1	<b>0.11</b>		
2		501 - 1000 kms	FM2	<b>0.12</b>		
3		1001 - 1500 kms	FM3	<b>0.21</b>		
4		Above 1501 kms	FM4	<b>0.92</b>		
<b>Total quoted freight Value in Rs. Lakhs</b>						

**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 quantities given above are tentative and may vary. Above rate shall be for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Company \_\_\_\_\_

**PRICE BID – PART-II**  
**TRAILER CATEGORY – FTR**

**SCHEDULE OF RATES: TENDER NO. BHEL/HWR/CDX/ENQ/2122-001**

**Trailer Category (FTR), Consignments having weight above 16 MT to 35 MT from anywhere to anywhere in India (Including Ports) through mechanical trailers OF suitable capacity.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lakhs	Rate Rs. per MT per KM	Value in Rs. Lakhs (Col. 1 x Col. 2)
1	<b>FTR-Category</b> <b>Above 16 MT to 35 MT</b> <b>(Minimum Payable weight 21 MT or on actual Weight for consignment beyond 21 MT)</b>	Up to 500 kms	FM5	0.40		
2		501 - 1000 kms	FM6	0.79		
3		1001 - 1500 kms	FM7	3.89		
4		Above 1501 kms	FM8	30.21		
<b>Total quoted freight Value in Rs. Lakhs</b>						

**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 quantities given above are tentative and may vary. Above rate shall be for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_

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

To,  
**Sr. Dy. General Manager (CDX), HEEP, BHEL HARIDWAR**

1. We \_\_\_\_\_ (IBA Code\_\_\_\_\_) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2122-001 Dt 18/05/2021 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance 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 bona fide 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, Hardwar.
- 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](http://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 tenderer affixing official stamp)

Complete Address of the tenderer:

Name &amp; Designation

Contact details:

Name &amp; Address of witnesses:

Witness 1:

Witness 2:

## **INTEGRITY PACT**

Between

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

and

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

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.

He commits himself to observe the following principles during his participation in the tender process and during the contract execution:-

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

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

1.1.3 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

#### **Section 4 - Compensation for Damages**

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

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to

5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher. Section 5 - Previous Transgression

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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

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

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

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

**Shri Arun Chandra Verma, IPS (Retd.) and Shri Virendra Bahadur Singh, IPS (Retd)** will be the Independent External Monitor (I.E.M) for this Tender/contract. His contact details are as follows:-

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

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Subcontractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

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

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

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

#### Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

#### Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

-----  
For & On behalf of the Principal

(Office Seal)

Witness:

(Name & Address)

(Office Seal)

Witness:

(Name & Address)

For & On behalf of the Bidder/ Contractor

Place----- Date-----

**BANK GUARANTEE BOND**

BG against agreement dated ...../...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2122-001. In consideration of the Bharat Heavy Electricals Limited, .....Division (hereinafter called 'the Company') having agreed to exempt .....(hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. .....made between .....and .....for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, ..... (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of ..... (Bidder(s)) do hereby undertake to pay to the Company an amount not exceeding Rs. .....against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.
2. We, ..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, ..... (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all the liability under this guarantee thereafter.
5. We, ..... (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).
7. We, ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

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