

Annexure-DI

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. General Definitions of Rate Contract:

Unless the context requires otherwise, the following terms shall mean as defined below:

1.1 Rate Contract:

Rate contract means the rate contract agreement signed between BHEL and the contractor.

1.2 Contractor:

Contractor means the transporter who has signed the rate contract agreement with BHEL.

1.3 BHEL :

BHEL means M/s Bharat Heavy Electricals Ltd., Rudrapur, Distt. Udham Singh Nagar (Uttarakhand).

1.4 Transportation of Goods :

Transportation of Goods means collection of Goods from the premises of BHEL or any other place informed by BHEL to the Contractor, transportation of Goods of BHEL or its sister units or other agency authorized by it on door delivery basis and delivery of the same in the Stores/warehouse/godown/yard of the consignee.

1.5 Consignee:

Consignee means the person or the agency to whom goods are to be delivered and whose name and address appears on the GR as well as the Dispatch Advice Note (DAN).

2. SCOPE OF WORK:

The work shall comprise safe transportation of goods on FTL (as per the requirement of BHEL) door collection and door delivery basis from:

- (i) **From Rudrapur to any outstation within India**
- (ii) **From any outstation within India to Rudrapur**
- (iii) **From anywhere outside Rudrapur to anywhere outside Rudrapur within India (Direct Dispatch)**
- (iv) **From one point within Rudrapur to another point within Rudrapur (Local transportation)**

The contractor shall deliver the goods as received from the consignor to the consignee without any damage/loss.

The contractor shall arrange proper acknowledgement of the receipt of the goods from the consignee with his signature date and seal on GR/LR/Dispatch Advice Note and any other relevant documents and shall also deliver relevant documents to him.

- 3. Offer to be submitted in two parts:** (1) Techno-commercial bid & (2) Price bids (for each slab in separate sealed envelope), in two separate sealed envelopes enclosed in one single envelope duly sealed. Tender no., due date, techno-

commercial bid/price bid, bidder's name should be clearly mentioned on each envelop.

It is to be further noted by bidders that techno-commercial bid should be put inside the envelope marked 'Techno-commercial Bid' only & Price Bid should be put inside the envelope marked 'Price Bids' only. Offer submitted with interchangeability of documents (techno-commercial bid kept inside Price bid envelope & vice versa) is liable to be rejected.

4. IMPORTANT: SUBMISSION OF AFFIDAVIT CUM UNDERTAKING ALONG WITH TECHNOCOMMERCIAL BID

While submitting a Bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of Rs.100/-

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concern or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Partners/Proprietors/Directors of bidder/ such group concern or affiliates etc. are involved with such firm/ company.
- (iv) Confirm that other than the Bidder, none of its 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).
- (v) 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, including Guidelines for Suspension of Business dealings, without any liability for any compensation to the Bidder if
 - BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
 - any document submitted by the Bidder was fake or forged
 - or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading with BHEL with a view to ensure award of the subject contract to the Bidder.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per Cl. 4, sub-clause (iii), (iv) and (v) shall be liable to be summarily rejected.

5. Techno-commercial bid shall consist of following documents (copy duly signed & stamped as a token of acceptance by the bidder):

- (a) General Terms & conditions (Annexure-I), Techno-commercial bid (Annexure-II) including attachments required therein duly signed & stamped as a token of unconditional acceptance.
 - (b) Un-priced format of price bid (Annexure-III) duly signed & stamped.
 - (c) Original Copy of affidavit cum undertaking (as per Cl.4 above) executed on non-judicial stamp paper of Rs.100/-
6. Price bid shall consist only filled price bid duly signed & stamped as per format enclosed at Annexure-III. Unconditional single rate for scope of work intended as well as implied is to be quoted in Annexure-III.
7. Offers not submitted in line with cl. 3, 4, 5 & 6 shall be rejected. Conditional Offers may be rejected.

8. LOADING, UNLOADING, OCTROI, TOLL TAX & OTHER CHARGES:

The freight rates shall be inclusive of all charges including loading & unloading (as defined in Para 30) *except Octroi & Govt. approved toll tax only* which shall be payable to the contractor by BHEL on production of proper receipts showing date, lorry no. and amount etc. However where a Crane service is essential for loading/unloading of the material, the same shall be provided by BHEL.

9. CONTRACTOR'S LIABILITY FOR LABOUR:

Since the loading & unloading is the responsibility of the contractor, the contractor shall be solely responsible for the labour and any mishappening with the labour during loading/unloading in the premises of BHEL/consignee/any other agency/at any place. The contractor shall also be responsible for effecting the statutory provisions pertaining to labour as per the law. *BHEL/consignee/any other agency identified by BHEL shall not bear any responsibility towards labour in any manner.*

10. NOTICE PERIOD FOR SUPPLY OF VEHICLES:

BHEL shall inform the contractor BY PHONE /FAX /E-MAIL/letter 2 days (48 hours) in advance for supply of vehicles for lifting the goods.

11. MINIMUM CHARGEABLE DISTANCE :

The minimum chargeable distance wherever applicable shall be 50 Kms.

12. FREIGHT PRICE VARIATION:

Bidders needs to quote their rates on the basis of diesel price Rs.57.12(IOCL Diesel Price at Delhi dt 24.10.207).Rates quoted by the bidders will be subjected to price variations during the currency of the rate contract as per following formula:

$$RP = (0.5 \times RQ \times ((F1/F0) - 1)) + RQ$$

Whereas

RP= per Km rates payable.

RQ=per Km rates quoted /finalise against tender (diesel price@57.12)

F1=IOCL diesel price prevailing at Delhi on the date of GR

F0=base diesel price of IOCL of Delhi .i.e Rs57.12

Example1: if the rate finalized for the slab 101-600Km trailer on diesel price @57.12 is =Rs.50/Km and diesel increses to Rs70/litre

Then RQ=50

F1=70

F0=57.12

*Then RP=50x0.5X (70/57.12-1)+50
= 55.63/Km*

Example2: if the rate finalized for the slab 101-600Km trailer on diesel price @57.12 is =Rs.50/Km and diesel decreases to Rs40/litre

Then RQ=50

F1=40

F0=57.12

*Then RP=50x0.5X (40/57.12-1) +50
= 42.50/Km*

Note: - Diesel Rate will be considered on 1st and 15th date of every month.

13. EXTRA CHARGES FOR HILLY REGION / NE STATES & UTTARAKHAND / ORISSA & CHHATISGARH STATES:

- A.** Freight payable for the destinations fall under Hilly region shall be additional 15% over & above the basic freight for the whole journey. This is applicable for all the hill destinations except as mentioned in Sl. 13C,13D,13E below :
- B.** Hilly region shall be as under:
 - Jammu & Kashmir : Beyond Jammu
 - Himachal Pradesh : Beyond Parwanoo in Solan Distt.And beyond similar points towards hills.
- C.** For journey to/from North-Eastern states (destinations beyond Guwahati), Freight payable shall be additional 60% over & above the basic freight for the whole journey.
- D.** For journey to/from Jharkhand, Orissa & Chhattisgarh states, Freight shall be additional 20% over & above the basic freight for the whole journey.
- E.** For Uttaranchal : Beyond Kathgodam, Tanakpur, Dehradoon, Kotdwar & Rishikesh etc.
Freight payable shall be additional 60% over & above the basic freight for the whole journey.

14. BRANCH / LIASION OFFICE:

The Transporter must have their branch/Liaison office in Rudrapur who shall Keep day to day liaison with Dispatch Deptt.(CDC) of BHEL.

15. MATERIALS TO BE TRANSPORTED:

Vehicles shall be required mainly for transportation of Raw material as well as finished goods (including fragile & non-fragile) of following items:-

- Busducts & its accessories.
- Structural Items.

In addition to the above, vehicle may be loaded for other than above items as required from time to time.

16. EXTRA DELIVERIES/LIFTING THROUGH A VEHICLE:

Material of/from only one consignee/consignor shall be loaded in a vehicle. However, for more than one deliveries/lifting to/from different consignee/consignor at/from one destination/source or to/from one consignee/consignor at/from different destinations/sources or to/from different consignees/consignors at/from different destinations/sources, an additional charges of Rs. 1000/- per additional delivery/lifting shall be payable to the contractor over & above the freight for tptn. From one station to another. More than one deliveries/lifting in the single premise of a single consignee covering one or more GRs in a lorry shall be treated as one delivery/lifting only. In the circumstances of this para, no halting (detention) charges shall be payable except as defined in para 17 below. *This clause is applicable for two or more lifting points/delivery destinations situated within the same city.*

17. HALTING/DETENTION CHARGES

Halting charges @ Rs.2000.00 for Tractor & Rs.1000.00 for LPT/LP/Open Body LP Truck & Canter per lorry per day shall be admissible only in such situations beyond the control of the contractor for which sufficient proof will be necessary. Halting Charges shall not be payable in the following cases:-

- (a) If lorry is placed at the disposal of the consignee for unloading after 12.00 noon, if not unloaded on the same day, shall be unloaded next day for which no halting /detention charges shall be payable. However, if the lorry is not unloaded even on the next day of placing of the lorry at the disposal of the consignee for allowing unloading, halting charges as per rule shall be admissible, for which a certificate from the consignee/BHEL representative stating reason for the delay in unloading shall be necessary.
- (b) If the vehicle is provided to consignor (for loading) after 03:00 pm and not loaded on the same day/loaded on next day, no halting/detention charge shall be payable.

For claiming detention charges, endorsement by consignee/consignor should be there on GR/DAN/Invoice/related document.

18. DISTRIBUTION OF WORK

BHEL reserves the right to enter into Rate Contract agreement with more than one techno-commercially accepted party(s) at L-1 rates. In such case, the original L-1 bidder in each segment will be assured **minimum 40%** of total work subjected to performance and capacity assessed by BHEL from time to time. In each segment, work shall be awarded to maximum 05 nos. transporters only – one L-1 bidder & other 04 transporters shall be selected through the process of Counter-offer as per the following manner:-

- (a) At first, L-1 rate in each segment will be counter-offered to L-2, L-3, L-4 & L-5 bidders (barring the H1 bidder of the segment). On acceptance of counter-offered L-1 rate by these 04 bidders, work shall be awarded to all these 05 transporters (including L-1 bidder) with work allocation as per the following Table.
- (b) If any bidder from L-2 to L-5 (to whom L-1 rate was counter-offered), do not accept the counter-offered rate, then L-1 rate will be counter-offered to next bidder in the hierarchy (barring the H1 bidder in the segment).
- (c) The process is repeated till we get 04 nos. of transporters who accept counter-offered L-1 rate. (excluding L-1 bidder)
- (d) If even after following the above process, we do not get adequate no. (05 nos. including L-1 bidder) of transporters, who accepts L-1 rate, then work shall be distributed as per the following table:-

Total No. of Bidders accepting L-1 rate (including Original L-1 bidder)	Work Distribution (%)				
	L-1	L-2	L-3	L-4	L-5
1	100				
2	60	40			
3	50	30	20		
4	45	30	15	10	
5	40	25	15	10	10

(e) SELECTION OF BIDDERS FOR COUNTER-OFFER (in case Reverse Auction is done to arrive L-1 rate)

1. For those segments, where no. of participants during Online RA is more than or equal to 5, L-1 rate be counter offered to the bidders chosen from hierarchical list of online RA.
2. For those segments, where no. of participants during Online RA is less than 5, L-1 rate will be counter offered to all online RA bidders & balance bidders chosen from hierarchical list of Sealed bid participants so as to maintain at least 5 parties wherever possible.
3. **H-1 Bidder during sealed bid auction phase in each segment shall NOT be allowed to participate in the Online Reverse Auction phase.**

(f) SELECTION OF BIDDERS FOR COUNTER-OFFER (in case Price Bid is opened to arrive L-1 rate)

It will be based on hierarchical position of bidders in different segments of Price Bid.

- ***Counter-Offer shall be given through e-mail only.***
- ***It is to be noted that to arrive at L-1 rate, It is the sole discretion of BHEL to decide whether to open the price bid OR to conduct Reverse auction.***

19. EARNEST MONEY DEPOSIT: Earnest Money Deposit (EMD) as per work Policy MM depts may be decided is a must and shall be deposited along with the offer in the form of Bank Draft from any nationalized bank, Pay Order in favor of BHEL Rudrapur or in Cash. The EMD amount given by unsuccessful tenderers shall be refunded within 15 days of acceptance of award of work by the successful tenderers whereas EMD of the successful tenderers shall be converted and adjusted against Security Deposit. EMD shall not carry any interest. It may be also noted that the EMD & tender cost (Rs 1000) should not be combined together. Tender cost is to be submitted separately in cash/DD/bankers cheque drawn in favor of BHEL, payable at Rudrapur while obtaining tender /submitting the offers.

Offers without EMD shall not be considered & shall be outrightly rejected.

Note: EMD submitted by the bidder shall be forfeited as per NIT Conditions if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

20. SECURITY DEPOSIT:

During currency of the rate contract agreement including extension, if any, the successful tenderer /contractor shall maintain an interest free security deposit with BHEL based on quantum of work allocated as decided by BHEL and at the time of entering into rate contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Security deposit shall be refunded to the contractor after successful completion of the rate contract.

SD may be furnished in any one of the following forms:-

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

21. SUB-LETTING OF THE CONTRACT:

The contractor will not sub-let/transfer/pass the responsibilities concerned with transportation to any other agencies/transporters. Under no circumstances, the contractor would arrange transportation of Goods entrusted to him through any other agency/transporter. Any violation of this term shall amount to breach of contract for which necessary action in this regards will be taken by BHEL.

22. CONDITION OF GOODS:

Once the Goods are accepted by the contractor, it shall be deemed to have been handed over by the consignor in good condition, unless pointed out otherwise on GR at the time of taking delivery from consignor.

23. INSURANCE /DAMAGE/LOSSES:

BHEL shall insure all the consignment under comprehensive transit policy. This, however, shall not absolve the contractor of his responsibility of safe and proper transportation of the goods, to the proper destinations and of his liability to compensate BHEL, for the damage/shortage in respect of consignments. The contractor shall also extend all necessary help for recovering claims(s) from Insurance Company.

In case of damage during transit (not short supply) the concerned freight bill shall be processed within 60 days of submission of unobjectionable **Damage Certificate/Open Delivery Certificate** by the contractor. This shall be subject to the condition that the carriers have provided all necessary documents for claiming the damages from insurance company viz. Endorsement on GR with counter signature of driver and unobjectionable damage certificate. Also it shall be ascertained that the contractor have not delayed in reporting the damages.

In case of minor damages during transit (not short supply and not accidental) like scratches, dents, bends, flange cracked etc. a recovery would be made from the contractor's bills upto 2% of the freight value.

24. ENTRY/EXIT OF LORRIES INSIDE BHEL PREMISES:

The contractor and his staff (labours etc) shall comply with the security regulations in the matter of entry/exit and the movement of lorries and personnel inside the BHEL premises. Generally vehicles should enter during the working hours and shall leave within the working hours.

25. TRANS-SHIPMENT AND PENALTY THEREFOR:

For goods, the consignment shall be transported in the same vehicle in which it is loaded at BHEL Rudrapur or any other place without any Trans-shipment enroute, except in emergency circumstances but with the prior written permission from BHEL.

If transshipment is done without prior permission from BHEL, 10% of total freight shall be recovered from the freight bill of transporter.

26. ESCORT:

Where BHEL intends to depute an escort for certain consignment, he should be allowed to travel in the vehicle to the destination free of cost. Deputation of such escort with any consignment shall not absolve the contractor of any responsibilities with regard to transportation of goods.

27. STATUTORY PROVISIONS:

All the road permits and any other relevant authorization, from the competent authority, shall be obtained by the contractor. Any contingency arising in this respect shall entirely be the responsibility of the contractor.

28. SAFETY:

The safety precaution required whether under Motor vehicle Act, Carriers Act or other statute for the time being in force for the transportation, such as, securing the consignment with provision of red flags/pilot lights etc shall be the responsibility of the contractor.

29. PAYMENT TERMS:

All payments shall be made to the transporter through e-payment within 20 days of the submission of proper bills enclosing LR and DAN duly acknowledged by the consignee stating that the material is received in full and good condition. The contractor shall submit the bills in duplicate immediately after delivery of goods. For e-payment, transporter has to submit the following information:

- Name of beneficiary:
- Bank Name :
- Bank Account No. :

- Branch Name :
- IFSC Code :

Note: The transporter should have capability to invest working capital up to 15-20 lakhs at a time, as our payment terms are within 20 days of submission of bills by the transporter.

30. PAYMENT OF OTHER TAXES /LEVIES:

No demurrage, wharfage, ground rent, godown rent, hamali charges, labour charges, statistical charges, surcharges, unloading charges, goods tax, bridge tax, collection charges, road tax, border tax etc. shall payable to the contractor. Besides the rates as agreed in the rate contract, no claim for any extra payment will be entertained. However, Octroi/Toll tax on goods only shall be payable as per actual on production of proper receipt.

31. EXTRA PAYMENT FOR ODC /OVER WEIGHT CONSIGNMENTS:

* In case the size of consignment is larger than the Trailor size(40'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/width/ height as the case may be subject to max. of 50% of basic freight.

* In case of weight of consignment is above 25MT for Trailor (FTL), the payment shall be made on proportionate basis for weight above 25MT.

* In case the size of consignment is larger than the Open Body size(28'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/width/ height as the case may be subject to max. of 50% of basic freight.

* In case of weight of consignment is above 09MT for Open Body (FTL), the payment shall be made on proportionate basis for weight above 09MT.

* In case the size of consignment is larger than the vehicle size(15MT:22'x7.6'x7.6',09MT:19'x7'x7'& 05MT:17'x6.6'x6') 10% extra of the basic freight shall be payable in each direction and part thereof in length/width/ height as the case may be subject to max. of 20% of basic freight.

* In case of weight of consignment is above capacity for the Vehicle (FTL), the payment shall be made on proportionate basis for weight subject to max. of 50% over the Capacity of the vehicle .

- *In all other cases except as described above, no extra payment shall be made for ODC/Overweight consignments.*

32. DELIVERY OF GOODS:

Prompt delivery of the consignment is of prime importance. Allowable Running times shall be as under:-

- Trailor : 150 Kms. per day
- Open Body : 150 Kms. per day
- LP Trucks : 300 Kms. per day

In addition to the above normal running time, a grace time of 1 day per 1000 Kms. running or part thereof may be allowed to provide for any unforeseen contingency in transportation beyond the control of transporter. **Above calculation will exclude the booking date.**

Sample Calculation: For Trailer booked on 01-Jan-2014 for 800 Kms., It must reach the destination within 6+1 (grace) day, i.e. till 08-Jan-2014. Failing this LD shall be imposed as per Cl.33 below.

33. PENALTY FOR DELAY IN DELIVERY OF GOODS

Delay in delivery beyond the above time schedule (after consideration of grace period), will attract penalties of 2% of the total freight amount per week or part thereof subject to a maximum of 30% of the total freight payable against a particular consignment. If the contractor does not adhere to the above schedules of running time for more than 3 times, then he may be debarred from the approved list of transporters.

34. DISTANCE

The distance between the points of despatch and destination shall be determined by the shortest route, as arrived at, on the basis of local knowledge, road map of India, distance guide and / or Motor Guide of India, www.mapmyindia.com / Google Maps. The road map of India shall also be made use of in determining the route.

Where the contractor submits enhanced bills for having followed the longer route then it will be necessary for him to submit along with the freight bill, the documentary evidence such as Octroi/toll tax receipts, petrol pump receipts etc. for the actual route followed. BHEL may consider such claims if it is satisfied of the same on the grounds of poor road conditions, civil/armed forces disturbances, natural calamities, breakage of road links or any other situation, which merits its consideration for this clause.

For claiming the freight bill, Information about distance from anywhere to anywhere shall be taken from CDC deptt. of BHEL, which is based on Road Distance Guide/Inputs from Google Maps. The distance from Rudrapur to Bareilly & Moradabad is 78 kms & 75 Kms. respectively.

The distance may be revised at any point of time by BHEL, which will be informed to the transporters.

35. ARBITRATION:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties.

36. PENALTY FOR NON-LIFTING:

In the event of failure of contractor to lift the consignment offered to him within due time which will be communicated by e-mail (2 days – 48 Hours), for communication .BHEL reserves the right to use alternative source and extra expenditure incurred, if any, shall be borne by the contractor. Vehicles as and when demanded by BHEL, or any other agency authorized by BHEL with prior notice, will have to be placed by the contractor. *If the contractor fails to provide the required vehicle within due time, a token penalty of Rs.2000/- for Trailor & Rs.1000.00 for other vehicles per day per vehicle shall be levied.* In addition to this, the same consignment may be dispatched through other transporter (approved or non-approved) without any reference or ultimatum to the contractor and the difference in freight to the higher side, if any will be debited to the contractor's account. If such instance are repeated frequently, the same will be viewed seriously and BHEL may take such action against the contractor as deemed fit which may include forfeiture of entire Security Deposit (SD) and termination of Contract.

37. MODE OF BOOKING OF CONSIGNMENT:

The consignment may be booked on “To be billed” OR “To Pay basis”.

38. BLACK LISTING OF THE CONTRACTOR

In case the contractor follows a longer route without any prior written approval and prefers fictitious claims of Octroi, toll tax, petrol/diesel receipt etc. for having followed a longer route or the material gets damaged because of trans-shipment for which no prior written permission was given to the contractor, the contractor is, inter-alia, liable to be black listed.

39. JURISDICTION

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.

40. INDEMNITY

The contractor shall indemnify the company against all losses, claims etc. arising out of any of his acts of omission and commissions or out of the acts of his servants or agents.

41. DOCUMENTS TO CONSIGNEE

The contractor shall be responsible to deliver the relevant documents such as Despatch Advice Notes (DAN), Invoices, drawings, packing lists etc. given by the BHEL/its sister units/any other agency authorized by it to the consignee in proper way and condition.

42. EXTENTION/TERMINATION OF THE CONTRACT

BHEL reserves the right to extend or terminate the rate contract by a period of maximum 01 year or part thereof on the same rates, terms and conditions by giving a notice of 15 days before expiry of this contract.

BHEL also reserves the right to terminate the rate contract by giving 15 days notice to the transporter with whom the contract is signed, if the transporter's performance is not found satisfactory or due to any other factor affecting the interest of the BHEL.

43. MISCELLANEOUS

Under ISO-14001 & ISO 18001 obligations for environmental safety and Occupational Health Safety, the necessary instruction shall be followed viz-a-viz:

- a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipments

Any changes in Motor Vehicle Act announced by Govt. of India, Ministry of Surface transport from time to time will be applicable and necessary charges thereof shall be binding both on BHEL and transporter. Any terms, conditions, rates, charges etc not specified /defined herein shall be settled mutually by BHEL and the Contractor.

44. RESCUE OPERATION:

Transporter shall be fully responsible for rescue operation if any consignment gets toppled during transit.

45. FORCE MAJEUR CONDITION:

In case of force majeure condition flood, riots road breaches, cyclone, earthquake etc. over which the transporter has no control will be informed to BHEL Rudrapur immediately by transporter. Any delay due to the above reasons shall be duly considered by BHEL Rudrapur on the merit of individual case on representation by the transporter with documentary proof. Breakdown of vehicle will not be considered as a Force Majeur Condition.

46. GST:

The transporter will endorse on each of their bill/GR that "We (Transporter) have not claimed any tax for our input service and applicable tax". Without this endorsement, no payment shall be processed.

47. VALIDITY OF OFFER:

The offer should be valid for a period of 90 days from the date of opening of bid.

48. DETAILS OF BIDDERS:

The transporter shall furnish the names, addresses, phone no., cell no., fax no., and e-mail IDs of local office and their officers in hierarchy, e.g., Branch Manager,

Regional Manager, General Manager, Director, and Managing Director for establishing contact in the event of need.

* If all the contact details (up to highest level in the organization of Bidder) are not provided by the bidder at the time of tender submission, their offer shall be out rightly rejected.

49. BHEL reserves the following rights:

- (a) To accept/reject any or all tenders without assigning any reason
Therefore.
- (b) To enter into contract with more than one transporter. In such case
Distribution of work shall be done as per cl.18
- (c) To go for REVERSE AUCTION instead of opening the sealed price bid, which
shall be decided after techno-commercial evaluation of offers.

50. Bidders are required to compulsorily provide the following documents along with techno-commercial bid:-

- (a) Audited Balance Sheet for the FY 2014-15 and 2015-16 (year ending
March'2015& 2014 respectively)
- (b) Audited / Provisional Balance Sheet for the FY 2016-17 (year ending
March'2016)
- (c) Contact details of the organization (lowest to highest level) as mentioned in
Cl.48
- (d) Notarized affidavit cum undertaking as per Cl.4 of the Annexure-I.

Annexure-02**TECHNO-COMMERCIAL BID****Tender Enquiry No.:**

1. Name of the Transporter : _____
2. Address : _____

3. Telephone /Fax No(s). : _____

Sl.	Description	Offer*
1	Acceptance to BHEL terms & conditions of tender enquiry(ref. Annexure-I & A) (Party must enclose stamped & signed pages containing BHEL terms & conditions as a token of acceptance).	
2	Submission of Notarized affidavit cum undertaking as per Cl.4 of the Annexure-I	
3	Address/Phone/e-mail ID/Contact person of transporter's Head Office	
4	Address/Phone/e-mail ID/Contact person of transporter's Regional Office	
5	Address/Phone/e-mail ID/Contact person of transporter's Local(Rudrapur) Office	
6	T.O. of organization for the last three years i.e.,15-16, 16-17, 14-15 (audited/provisional) – attach balance sheet for ref.	
7	Profit of organization for the last two F.Y. based on balance sheets	
8	Credentials, if any (attach copy of supporting document)	
9	Accreditation / Certification if any (attach copy of supporting document)	
10	Indian Banks Association no. and its validity	

*Enclose separate sheet (duly signed & stamped) to fill the details, if required.

(Signature of Bidder with stamp)

Annexure-3

CHECK LIST AND SCHEDULE OF GENERAL PARTICULARS

SL NO	PARTICULARS	WHETHER INFORMATION PROVIDED	(REFERENCE TO ANNEX NO/PAGE NO)
1	Name of full address of the bidder & head office	Yes/No	
2	Fax no/Phone no/Mobile no/Email Address	Yes/No	
3	Name Designation & Address of the official of bidder to whom all the references shall be made	Yes/No	
4	Name and address of Directors/partners	Yes/No	
5	Business profile as per annexure-H	Yes/No	
6	Copy of PAN card	Yes/No	
7	Copy of service tax registration	Yes/No	
8	Office establishment at Rudrapur, Telephone no Email address	Yes/No	
9	Whether all pages of Annexure A, I II III IV signed as token of acceptance	Yes/No	
10	Validity of offer/ rates to be quoted for 90 days from the date of opening of tender	Yes/No	
11	Authority letter for person authorized for signing the quotation if any, fully attested by Notary.	Yes/No	
12	EMD of Rs.10.78 lacs enclosed	Yes/No	
13	Indian Bank Association (IBA) approval no & Documents submission. Validity of approval upto-----	Yes/No	
14	Affidavit as per eligibility Criteria (Annexure-1)	Yes/No	
15	Copies of Audited Annual Accounts for last three Financial years.	Yes/No	
16	Integrity Pact submitted	Yes/no	

BOQ

VEHICLE TYPE	VEHICLE SIZE	CAPACITY	DISTANCE SLAB	BASIS OF ESTIMATE FOR NO. OF VEHICLES	TOTAL ESTIMATED NO. OF VEHICLES	Mid (Average) distance of the slab	Total KM
				Inputs (CML/PDN/M M/ENGG)			
TRAILOR	40'X8.6'X8'	25 MT	Upto 100 Kms.	10	10	50	500
			101-600 Kms.	30	30	350.5	10515
			601-1500 Kms.	132	132	1050.5	138666
			1501 - Above	105	105	1750.5	183802.5
OPEN BODY LP TRUCK	28'X8.6'X8'	9 MT	Upto 100 Kms.	10	10	50	500
			101-600 Kms.	10	10	350.5	3505
			601-1500 Kms.	69	69	1050.5	72484.5
			1501 - Above	34	34	1750.5	59517
LPT TRUCK	22'X7.6'X7.6'	15 MT	Upto 100 Kms.	10	10	50	500
			101-600 Kms.	32	32	350.5	11216
			601-1500 Kms.	47	47	1050.5	49373.5
			1501 - Above	10	10	1750.5	17505
LP BODY	19'X7'X7'	9 MT	Upto 100 Kms.	10	10	50	500
			101-600 Kms.	10	10	350.5	3505
			601-1500 Kms.	113	113	1050.5	118706.5
			1501 - Above	91	91	1750.5	159295.5
CANTER	17'X6.6'X6'	5 MT	Upto 100 Kms.	10	10	50	500
			101-600 Kms.	13	13	350.5	4556.5