

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

RAMACHANDRAPURAM :: HYDERABAD-502 032

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TENDER NOTICE

Name of the department : Logistics

Tender Notice No : HYLOG2022HT

Date: 20.08.2020

Sub: TC MOU & Empanelment of Logistics Companies/transporters for Transportation of Heavy consignments by Hydraulic Trailers - Reg.

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi through BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in Single part bid from eligible Contractors who fulfil qualification criteria as stipulated in NIT for providing total logistics solutions(i.e; safe and secure transportation of heavy consignments (weighing above 38MT) through road including undertaking of feasibility study/route survey, civil works, if any).
2. Pre-qualification requirements (PQR) for the above said work is enclosed. Only those bidders who meet pre-qualifying requirements (PQR) will be considered for Techno-Commercial Memorandum of Understanding (TC-MOU).
3. The tender documents are to be downloaded in the Web Site of BHEL www.bhel.com only. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only. Bids are to be submitted through BHEL's e-portal (<https://bhel.abcpocure.com/EPROC/>) only.
4. BHEL will enter into TC MOU with all the qualified bidders. The main purpose of this "MEMORANDUM OF UNDERSTANDING" is to reduce the cycle time involved in the tendering process and to freeze the technical and commercial terms (Annexure-E). Once BHEL freezes the technical and commercial terms, enquiries will be forwarded to technically qualified bidders indicating the MOU reference number & date. Bidders will be required to submit EMD and price bid. For every enquiry, BHEL will declare upfront the decision to go for Reverse Auction and tender will be finalised accordingly. Offers received without confirmation to Terms & Conditions of MOU or deviations to Terms & Conditions of MOU will be liable to be rejected.

(sd)

Dy. Manager/Logistics

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ANNEXURE-A

NOTICE INVITING TENDER-SUMMARY

- i. Tender Number: HYLOG2022HT
- ii. Name of the Work: TC MOU for Transportation of Heavy consignments (Above 38MT) by Hydraulic Trailers
- iii. Notice Inviting Tender Summary – Annexure-A
- iv. Scope of work: Annexure-B
- v. Estimated Cost of work for 2 Years: Rs. 10.68 Crores
- vi. Document Cost: NIL
- vii. EMD: NIL
- viii. Last date for sale of tender documents: To be downloaded after login from BHEL's e-portal (<https://bhel.abcprocure.com/EPROC/>) only.
- ix. **Submission of Tender: Bids are to be submitted through BHEL's e-portal (<https://bhel.abcprocure.com/EPROC/>) only.**
- x. Last date for receipt of tender: 11.00 Hrs dt: 31.08.2020
- xi. Date and place of tender opening: E-tender dt : 31.08.2020
- xii. Period of empanelment/TC MOU: 2 Years from the date of empanelment/TC MOU.
- xiii. Pre-Qualification Requirements: Annexure-C
- xiv. Instructions to Bidder: Annexure-D
- xv. Terms & Conditions of Contract: Annexure- E
- xvi. Formats: Annexure-F

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ANNEXURE-B
SCOPE OF WORK

1. **Scope of Work:** Transportation of goods (weighing above 38MT) from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites etc.) within India by Road by Hydraulic Trailers.
2. **Groups:** Heavy consignments/ODCs have been categorized into 3 groups – Group-A (Wt.>38MT & Wt.<=100MT), Group-B (Wt.>100MT & Wt.<=200MT) and Group-C (Wt.>200MT)

Sl	Group	Weight of Consignments
1	Group-A	Weight of single indivisible consignment should be more than 38MT but less than or equal to 100MT
2	Group-B	Weight of single indivisible consignment should be more than 100MT but less than or equal to 200 MT
3	Group-C	Weight of single indivisible consignment should be above 200MT

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ANNEXURE -C
PRE-QUALIFICATION REQUIREMENTS

1. **Firm Registration:** Business shall be registered in India in line with extant applicable act

SI	Type of Organisation	Documents (Self-Attested)
A	Sole Proprietorship	Trade License
B	Partnership	Partnership Deed
C	Registered Company	Memorandum of Association

2. **Fleet Ownership:** The bidder should own Prime-Movers/Pullers & hydraulic axles as per table below:

SI	Group	Minimum Number of Axles	Minimum Number of Prime-Movers/Pullers
1	Group-A (Wt.>38MT & Wt.<=100MT)	40	4 (at least one Prime Mover should be greater than or equal to 400 HP)
2	Group-B (Wt.>100MT & Wt.<=200MT)	50	5 (at least one Prime Mover should be greater than or equal to 500 HP)
3	Group-C (Wt.>200MT)	60	6 (at least two Prime Movers should be greater than or equal to 500 HP)

Axles & Pullers should be confirming to the relevant provisions of MV Act. Ownership should be in the name of

- i) Proprietor wherein the bidder is a Proprietary concern.
- ii) Partner (s) wherein the bidder is a partnership firm.
- iii) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.

Documents to be submitted:

- 2.1. Self-Attested list of all Hydraulic Axles owned as per Format-III with make and year of manufacturing along with Registration Nos. and Gazette Notification Number
- 2.2. Self-attested Photostat copies of R.C. Books and self-Attested Corresponding Gazette Notification of each Hydraulic Axle
- 2.3. Self-Attested list of all Prime Movers owned as per Format-IV with make and year of manufacturing along with Registration Nos.
- 2.4. Self-attested Photostat copies of R.C. Books

3. **IBA Recommendation:** All the bidders should have an IBA recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the period of the contract.

Documents to be submitted: Self-Attested copy of IBA (India Bank's Association) Recommendation letter

4. **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN).

Documents to be submitted: Self-Attested copy of PAN Card.

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5. **Annual Turnover:** Bidder should have an average financial turnover of minimum Rs. 1.6 Crores per annum for last three financial years (FY) i.e. FY 2017-18, FY 2018-19 & FY 2019-20.

Documents to be submitted:

- 5.1. Balance Sheets and Profit & Loss Statements for last three financial years duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of final audited Balance Sheet /Profit & Loss account for last year is not available, provisional statements for the same duly certified by Chartered Accountant must be submitted. If the company did not exist in first year, the annual turnover for first year will be taken as zero.
- 5.2. IT returns for the assessment year 2017-18, 2018-19 and 2019-20.
6. **Experience:** The bidders must have delivered at least five heavy consignments through Hydraulic Trailers in last three years. Date of dispatch of all the five consignments should be between 01.04.2017 to 31.03.2020 (Date of LR will be considered as date of dispatch).

Minimum weight of consignments for respective Groups:

SI	Group	Minimum Number of consignments to be transported/delivered
1	Group-A (Wt.>38MT & Wt.<=100MT)	5 - Minimum weight of single indivisible consignment should be equal to or more than 60 MT.
2	Group-B (Wt.>100MT & Wt.<=200MT)	5 - Minimum weight of single indivisible consignment should be equal to or more than 60 MT. Also, out of 5 consignments at least two consignments should weigh more than 100 MT.
3	Group-C (Wt.>200MT)	5 - Minimum weight of single indivisible consignment should be equal to or more than 60 MT. Also, out of 5 consignments at least two consignments should weigh more than 200 MT.

Documents to be submitted:

- 6.1. Self-Attested list of 5 Consignments transported by the Bidder as per Format-V.
- 6.2. Any of the following documents may be submitted as proof of transporting 5 CONSIGNMENTS:
- 6.2.1. Work completion Certificate issued by Customer with self-attested copy of Loading Receipts (LR). Material receipt certification on LR should be visible. LR should be in the name of Bidder.
- 6.2.2. Work Order copy from the customer with self-attested copy of LR. Material receipt certification on LR should be visible. LR should be in the name of the bidder.
- 6.3. Direct e-mail verification from the Customer is required. Bidder should send the contact details of the customer as per Format-V and e-mail should be institution based e.g. xyz@bhel.in. Personal email-ids viz. Gmail, yahoo should be avoided.
7. **Power of Attorney:** The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of bidder.

Documents to be submitted:

A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

8. **Affidavit:** Applicant shall ensure furnishing an undertaking in the form of an affidavit (Format-VIII) on non-judicial stamp paper valued Rs. 200/- and duly self-attested by the Bidder & duly notarized.

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Documents to be submitted:

A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

9. Special Note:

1. The bidders submitting documents for Group-B, need not submit documents for Group-A and should declare their confirmation for participation in Group-A as per **Format-VII**.
2. The bidders submitting documents for Group-C, need not submit documents for Group-A & B and should declare their confirmation for participation in Group-A & B as per **Format-VII**.
3. BHEL reserves the right to check any of the above documents in original.

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ANNEXURE -D
INSTRUCTIONS TO BIDDER

CLAUSE	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in single part as detailed below and as per instructions of NIT.
	PART-I (PQR & Techno commercial Documents)
2.0	PART-I (PQR & Techno commercial Documents)
	This shall include the following :
2.1	Covering letter of bidder. The bidder shall provide the Group for which the bidder is participating in their Covering letter.
2.2	Earnest Money Deposit (EMD) is not required for TC MOU.
2.3	Signed copy of all documents mentioned in PQR.
2.4	Signed copy of NIT (Notice Inviting Tender)
2.5	Power of Attorney
2.6	The above documents (2.1-2.5) shall form one set of the Part-I tender.
3.0	Bids are to be submitted through BHEL's e-portal (https://bhel.abcprocure.com/EPROC/) only. All the details shall be provided in BHEL's e Portal only.
4.0	SUBMISSION OF TENDERS
	Bids are to be submitted through BHEL's e-portal (https://bhel.abcprocure.com/EPROC/) only.
5.0	By Fax/e-mail/Electronic Data Transfer
	The offers received through Fax/e-mail will be rejected.
6.0	OPENING OF TENDERS
6.1	Part-I will be opened on due date in e-Procurement Portal.
6.2	Reverse Auction is not applicable for this tender.
7.0	RATES TO BE IN FIGURES AND WORDS
7.1	The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used.
7.2	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.
7.3	If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and
7.4	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.
7.5	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.
8.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasures errors and over-writing are not permitted and may render such tenders liable for rejection. All corrections and alterations shall be duly attested by the bidder with date.

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	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
9.0	ALL PAGES TO BE INITIALLED
	All the pages of Part-I as well as Part-II have to be signed in the same signature which is provided in "Power of Attorney". All pages of all volumes and sections including drawing of tender documents shall be initialled with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
10.0	ADDENDA/Corrigenda/Amendments
	ADDENDA/Corrigenda/Amendments to the tender documents will be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents
11.0	Power of Attorney: An attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
12.0	GENERAL
12.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected.
13.0	If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
14.0	BHEL will not be bound by any power of attorney/ granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
15.0	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits.
16.0	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
17.0	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
18.0	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.
19.0	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
20.0	In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be Special conditions of contract followed by General condition of contract (for commercial aspects).
21.0	Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Noncompliance of any tender instructions may result in the rejection of the tender offer.

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22.0	The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contract the authority inviting the tender for clarification before the submission of the tender.
23.0	Late offers received will not be entertained under any circumstances.

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ANNEXURE-E**TERMS & CONDITIONS OF CONTRACT**

1.0	APPLICATION Unless otherwise provided in the Contract Documents, these General Conditions shall govern the works accompanying technical details, if any. Special conditions of Contract shall be read in conjunction with these General Conditions and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS
	In construing these General Conditions, Special conditions and accompanying Specifications the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.0.1	"BHEL" shall mean Bharat Heavy Electricals Limited, a Company registered under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi
2.0.2	"BHEL Hyderabad" shall mean manufacturing unit of BHEL having its office at Ramachandrapuram, Hyderabad-502032
2.0.3	"Executive Director/General Manager In-charge" shall mean the officer in administrative charge of BHEL Hyderabad
2.0.4	"General Manager" shall mean the officer in administrative charge of Logistics Department and reporting to Executive Director
2.0.5	"Head of Logistics" shall mean the officer in administrative charge of Logistics Department and reporting to "General Manager"
2.0.6	The "Bidder" shall mean financially sound, experienced and renowned company/logistics service provider/ freight services provider/ Contractor having requisite resources/ inventory, experience and technical labor who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle through road and who have participated in BHEL Hyderabad's tender. Joint Venture/Consortium or subsidiary shall not be considered.
2.0.7	"Goods" in this contracts shall mean plant machinery, equipment or materials to be transported under the Contract Documents except Coal, Sand & cement
2.0.8	The "Contractor" shall mean the successful Bidder who is awarded the Contract and shall be deemed to include the Contractor's successors, assigns, heirs, executors, administrators. "Transporter" will be considered as "Contractor".
2.0.9	The "Sub-contractor" shall mean individual or firm to whom any part of the work has been Sub-letted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.
2.0.10	"Acceptance of Tender" shall mean Telegraph /Telex /Telefax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender.
2.0.11	"Contract Price" means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
2.0.12	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of the payment for the Work as defined in the Contract Documents.
2.0.13	The "Contract Documents" shall mean and include the General Conditions of Contract (GCC), Special Conditions of the Contract (SCC) Specifications and Schedules, Drawings and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses "Contract" of these General Conditions and other documents that may form part(s) of the Contract Documents.
2.0.14	"Transportation" shall mean the safe & secure movement of goods from one location to another location
2.0.15	"Road transportation" shall mean safe & secure movement of goods from one location to another by Road.

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2.0.16	“Group-A” shall mean single indivisible consignment having weight greater than 38MT and less than or equal to 100MT.
2.0.17	“Group-B” shall mean single indivisible consignment having weight greater than 100MT and less than or equal to 200MT.
2.0.18	“Group-C” shall mean single indivisible consignment having weight greater than 200MT.
2.0.19	“Fixed Additional Charges” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work.
2.0.20	“Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated in terms & conditions
2.0.21	“RC” shall mean Registration Certificate of vehicle issued by authorized official of State Government or Government of India
2.0.22	“National Permit” shall mean National Permit issued by authorized official of State Government or Government of India
2.0.23	“GVW” shall mean Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle
2.0.24	“Hydraulic Trailer” shall mean modular hydraulic trailer having features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both, and v) puller tractor to pull or push modular hydraulic axles
2.0.25	“Puller/Prime Mover” shall mean puller tractor to pull or push modular hydraulic axles
2.0.26	“Hydraulic Axles” shall mean axles having following features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both
2.0.27	“Additional Transit Time” shall mean the additional days provided to deliver the material subject to conditions.
2.0.28	“Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of the such services remains with the contractor
2.0.29	“Long Term Rate Contract” shall mean the rate contracts entered with number of Contractors for a specific period.
2.0.30	“Point-to-Point Contract/Lumpsum Contract” shall mean the contract entered with contractor for transportation of one ODC from a specific point to another specific point. The payment is lump sum basis.
2.0.31	“Detention” shall mean the stoppage of vehicle at loading, enroute or unloading point.
3.0	SCOPE OF CONTRACT
3.1	Transportation of goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites etc.) within India by Road by Hydraulic Trailers.
3.2	Loading Plan & Load Diagram
3.3	Lashing Plan
3.4	Feasibility study
3.5	Route survey
3.6	Journey Management
3.7	Loading, Unloading, Dragging & placement on plinth whenever & wherever required by BHEL.
4.0	CONTRACT AGREEMENT
4.1	The General Conditions of Contract along with Special Conditions of Contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.
4.2	The Contract Agreement as per the specified format provided by BHEL shall be signed within 21 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in Work Order.
5.0	CONTRACT PRICE/FREIGHT CHARGES

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5.1	<p>The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents. The Contract Price shall be for the entire scope of the Work with the break ups as specified.</p> <p>The individual item rates or lump sum price as the case may be in the schedule of this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified in Clause 5.3, 5.4, & 5.5.</p> <p>The Contract price shall not be varied in respect of the fluctuations in rate of fuel, rate of wages or allowances payable to the labor.</p>
5.2	The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes except applicable GST. Additional charges as per 5.5 will be applicable.
5.3	FIXED ADDITIONAL CHARGES
5.3.1	ROUTE SURVEY CHARGES
	Route survey charges shall be included in the contract price.
5.3.2	FEASIBILITY STUDY CHARGES
	Feasibility study Charges shall be included in the contract price.
5.4	The freight charges shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, etc. wherever required en route.
5.5	VARIABLE ADDITIONAL CHARGES
5.5.1	CLEARANCE/PERMITS CHARGES
	Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MoRTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Some of the clearance/permit charges will be reimbursed by BHEL in line with Clause 5.5.2, 5.5.3, 5.5.4 and 5.5.5. Such permissions should be made available to BHEL for scrutiny as and when demanded.
5.5.2	POWER BLOCK / HEIGHT GAUGE CHARGES
	<p>The quoted rate shall include power block/height gauge charges. Hence, power block/height gauge charges will not be payable.</p> <p>In special case of any other new construction necessitating in opening of power block/height gauge, which was not required at the time of price bid, reimbursement of railway charges will be considered. For the reimbursement of railway gate opening charges, the contractor has to submit the proof – i) Proof of feasibility of old route – i.e. other MORTH permissions of other vehicles/State permissions copy approving the old route ii) Proof of new construction, iii) Proof of payment to Railways clearly mentioning the reasons & iii) Proof of receipt of payment by Railways.</p>
5.5.3	STATUTORY CHARGES
	The freight charges shall include Statutory charges & Toll charges (existing on price bid due date) and will not be reimbursed. Any statutory charges introduced at the later date will be considered on by BHEL on submission of valid proof of payment.
5.5.4	STATUTORY PENALTY-LEVIES
	The freight charges shall include Statutory Penalties-levies (existing on price bid due date) and will not be reimbursed. Any statutory penalty-levies introduced at the later date will be considered on by BHEL on submission of valid proof of payment. Also, any statutory penalty-levies owing to change in dimensions (from dimensions as per enquiry to actual dimensions) as per Packing List (OBD) will be considered by BHEL on submission of valid proof of payment.
5.5.5	CANCELLATION CHARGES
5.5.5.1	BHEL reserves the right to reject the mechanical/hydraulic vehicle, the driver and crew of the trailer, if not found fit to BHEL's satisfaction. However, it does not absolve the duty of contractor to place suitable vehicle.

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5.5.5.2	In case the hydraulic trailer has to be withdrawn i.e. without load after taking inside the loading works, due to reasons attributing to the BHEL/Vendor/Customer, only amount equivalent to 2 days of detention shall be paid towards mobilization charges in addition to applicable detention charges.				
5.5.6	DETENTION CHARGES				
5.5.6.1	Detention charges shall be paid when the contractor's vehicle is delayed or detained on the premises of consignor, consignee owing to reasons attributable to BHEL/BHEL's vendor/BHEL's customer. In case vehicle is detained due to the reasons attributable to BHEL in such case BHEL shall pay only the detention charges. Apart from the detention charges BHEL shall not pay any other charges or claims whatsoever raised by transporter under different heads such as loss of business, Labour charges, Idle charges, Halting charges ,permission charges etc.,				
5.5.6.2	Free time at loading and unloading point are as below and Detention charges shall be as below:				
5.5.6.3	Sl	Group	Free Time		Detention per Day (In Rs)
			Loading Point	Unloading Point	
	1	Hydraulic Trailer (Group-A)	4	5	12000
	2	Hydraulic Trailer (Group-B)	4	5	18000
	3	Hydraulic Trailer (Group-C)	4	7	24000
5.5.6.4	Transporter should obtain the reporting/entry date and exit dates signed & stamped by the BHEL/ BHEL's Vendor/ BHEL's Customer on LR. If transporter fails to obtain these dates - for BHEL as loading/unloading points, Logistics Shipping/CMM will communicate such dates to Freight billing on request or the same can be obtained from SAP. If transporter fails to obtain these dates - BHEL's vendor/customer as loading/unloading points, Freight Billing section will request to concerned Purchase/Contract Manager for certification of dates on LR or by e-mail.				
5.5.6.5	Date of reporting/entry before 1 pm will be considered as one day free time. Date of exit will not be considered for detention calculation. Example 1: Date of entry/reporting for Group-B at loading point: 04.07.20 at 11.00AM Date of exit: 09.07.20 Free Time to load: 4 Days i.e. 04.07.20, 05.07.20, 06.07.20 & 07.07.20 Detention applicable: 08.07.20 i.e. 1 Day Detention Charges: 18,000 = Rs. 18,000/- Date of exit: 09.07.20 – Not considered for detention charges. Example 2: Date of entry/reporting for Group-B at loading point: 04.07.20 at 2.00PM Date of exit: 11.07.20 05.07.2020 being holiday/Sunday/non-working day, it is not considered. Free Time to load: 4 Days i.e. 06.07.20, 07.07.20, 08.07.2020, 09.07.2020. Detention applicable: 10.07.20 i.e. 1 Day Detention Charges: 18,000 = Rs. 18,000/- Date of exit: 11.07.20 – Not considered for detention charges.				
5.5.6.6	In case responsibility of unloading lies with the transporter, Detention charges will be payable if site is not ready to receive goods and transporter is ready to unload. No detention charges at unloading point, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.				
5.5.6.7	Regarding detentions owing to statutory authorities (where BHEL/BHEL's Vendor/BHEL's customer is not the reason for detention) will be dealt as FORCE MAJEURE conditions and delivery time will be extended on case to case basis.				
5.5.6.8	Detention charges will be paid at actuals limited to (i) detention charges of 7 days (excluding free time) or (ii) 50% of basic freight charges which ever is minimum without any approval. Above this limit, BHEL will decide detention charges with approval of competent authority (General Manager/Logistics) on case-to-case basis.				

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5.5.7	STORAGE CHARGES & LOADING/UNLOADING CHARGES
5.5.7.1	Under any circumstances, the Contractor shall not auction any consignments belonging to BHEL.
5.5.7.2	Loading/unloading charges shall be applicable wherever loading/unloading is done by the contractor, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor and with due approval of BHEL which also includes midway unloading & transshipment. The contractor shall get consignor/ consignee's endorsement for the loading/unloading activities. Loading/unloading and Storage charges shall be applicable only with due approval of General Manager/Logistics.
5.5.7.3	In following cases, based on approval of General Manager/Logistics, the equipment may be unloaded in contractor's own/hired godown and proper safe keep of the equipment will be in scope of contractor. Also, grace time of 30 days will be applicable in such case for delivery of consignment. Also, based on approval of General Manager/Logistics, the equipment may be unloaded at consignee's workplace, detention charges until unloading or 5 days, whichever is minimum will be applicable.
5.5.7.3.1	Refusal of the consignee to accept the goods
5.5.7.3.2	Labour Strike at Consignee's workplace
5.5.7.3.3	Request from BHEL for storage of the goods
5.5.7.3.4	Request from BHEL for unloading of the goods
5.5.7.4	After the due communication from BHEL for delivery of equipment to site, the contractor shall be responsible for mobilizing hydraulic trailer and deliver the consignment within 30 days.
5.5.7.5	Charges will be as per the following table:
5.5.7.5.1	<p>Case-A: If the platform width of equipment is more than 4,000 mm, the equipment can be unloaded on stools.</p> <ol style="list-style-type: none"> 1. Unloading Charges including stools mobilization and labor mobilization: Rs. 50,000/- 2. Stools Rent Charges: Rs. 1600/- per day 3. Storage/Godown Charges: Rs. 10,000/- for 30 days and afterwards Rs. 350/- per day <p>After storage for a certain time, BHEL shall inform the contractor to mobilize the hydraulic trailer and following charges will be applicable for mobilization and loading of equipment on hydraulic trailer.</p> <ol style="list-style-type: none"> 4. Mobilization Charges: Rs. 50,000/- 5. Loading Charges including stools mobilization and labor mobilization: Rs. 50,000/- <p>All the above charges shall be claimed in a separate bill and submitted along with freight bill after safe delivery of the equipment.</p> <p>Example 1: In case of labor strike at consignee's workplace, BHEL requests the transporter to unload the equipment (width more than 4000mm) at his own/hired godown and after storage of 35 days, BHEL requested again to deliver the consignment at consignee's workplace, following charges will be paid to transporter for unloading, storage and loading in addition to grace time of 30 days:</p> <ol style="list-style-type: none"> i. Unloading charges = Rs. 50,000/- ii. Stool rent Charges = 35 days x 1600/- per day = Rs. 56,000/- iii. Storage/Godown charges = Rs. 10,000/- for 30 days + 5x350 per day = Rs. 11,750/- iv. Mobilization Charges = Rs. 50,000/- v. Loading Charges = Rs. 50,000/- <p>Total charges = 50,000+56,000+11,750+50,000+50,000 = Rs. 2,17,750/-</p> <p>Example 2:</p> <p>In case of non-availability of unloading facilities at consignee's workplace, BHEL requests the transporter to unload the equipment at consignee's workplace, following charges will be paid to transporter for unloading in addition to detention charges until unloading or 5 days, whichever is minimum.</p> <ol style="list-style-type: none"> 1. Unloading charges = Rs. 50,000/- if the stools are provided by consignee.

5.5.7.5.2	Case-B: If the platform width of equipment is less than 4,000 mm, the equipment cannot be unloaded on stools and has to be unloaded on ground. 1. Unloading Charges = Rs. 50,000/- 2. Storage/Godown Charges: Rs. 10,000/- for 30 days and afterwards Rs. 350/- per day After storage for a certain time, BHEL shall inform the contractor to mobilize the hydraulic trailer and following charges will be applicable for mobilization and loading of equipment on hydraulic trailer. 3. Mobilization Charges: Rs. 50,000/- 4. Loading Charges: Rs. 50,000/- All the above charges shall be claimed in a separate bill and submitted along with freight bill after safe delivery of the equipment.		
5.5.8	CHANGE IN WEIGHT & DIMENSIONS		
5.5.8.1	Weight & Length: Increase or decrease in weight or length leading to change in number of axles will be considered for addition/deduction of payment. Detailed calculation method of number of axles is shown in the Annexure D. Minimum number of axles to be placed is four. In case, the maximum load per axle is changed by Govt. Agencies, the payment will be released/deducted in line with change in number of axles. However, the successful bidder will also be allowed to decline the offer in case of change in number of axles. Increase or decrease in weight/Length leading to change in number of axles shall be released/deducted as per 5.5.8.2		
5.5.8.2	Sl	Change in number of axles	% Released/Deducted
	1	If the number of axles increase from 4 to 6 or decrease from 6 to 4:	17
	2	If the number of axles increase from 6 to 8 or decrease from 8 to 6:	15
	3	If the number of axles increase from 8 to 10 or decrease from 10 to 8:	12
	4	Increase or decrease of two axles except above	8
5.5.8.3	If there is increase/decrease in number of axles is more than two, 20% of basic freight shall be released/deducted.		
5.5.8.4	Width & Height: Beyond 10% increase/decrease in Width/Height after the limit (Width = 3.0 Meters, Height = 3.0 Meters), payment shall be released/deducted as follows:		
	WIDTH	FOR EVERY 0.25 Mts. OR PART THEREOFF 3.0% OF BASIC FREIGHT	
	HEIGHT	FOR EVERY 0.25 Mts. OR PART THEREOFF 4.0% OF BASIC FREIGHT	
5.5.8.5	Weights mentioned in the Weigh In Motion or OBDs (Packing List) & dimensions based on OBDs or actuals (certified by Head of Packing Section) shall be reckoned for processing of freight bills.		
5.5.8.6	In any case proportional charges shall not exceed 20% of basic freight.		
6.0	EVALUATION		
	Enquiries will be sent to only TCMOU empaneled bidders for submission of price bids. BHEL will declare upfront in every enquiry whether it goes for Reverse Auction or not. Offers will be evaluated on lowest cost consignment wise to BHEL .		
7.0	EARNEST MONEY DEPOSIT (EMD)		
7.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.		
7.2	Rates of EMD shall be submitted as per specific enquiry.		
7.3	The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening), (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)		
7.4	In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.		
7.5	EMD by the Tenderer will be forfeited as per NIT conditions, if:		
7.5.1	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.		

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7.5.2	The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
7.6	EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.
8.0	SECURITY DEPOSIT (SD)
8.1	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
8.2	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
8.3	<p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none"> i) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL) <p>(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)</p>
8.4	The EMD, security deposit or any other payment due to contractor shall not carry any interest.
8.5	<p>At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
8.6	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
8.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
8.8	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
8.9	BHEL HYDERABAD 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 HYDERABAD) or in the event of termination of contract as per terms and conditions of contract. BHEL HYDERABAD reserves the right to set off these security deposit, against any claims of any other contract with BHEL HYDERABAD.
8.10	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
9.0	OFFER VALIDITY
9.1	The rates quoted in each enquiry shall be valid for a minimum period of 120 days from price bid opening date for placement of order.
9.2	TENURE OF CONTRACT

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	<p>If specifically not mentioned in Special Conditions of contract, the rates should be firm for a period of twelve months for point-to-point contracts from the date of award of the contract for execution of work.</p> <p>Validity of TC MOU will be two years.</p>
9.3	EXTENSION OF CONTRACT
	<p>BHEL HYDERABAD reserves the right to extend the contract (i.e, quoted consignments in an enquiry) for a period up to twelve months on the existing rates, terms and conditions on mutual acceptance.</p> <p>BHEL HYDERABAD reserves the right to extend TC MOU by three months.</p>
10.0	ROUTE SURVEY AND FEASIBILITY STUDY
10.1	It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
10.2	The feasibility study charges shall form the part of price bid.
10.3	If Prior Route Survey, on case to case basis, is conducted on BHEL's cost by other agencies; the transporter has to necessarily follow the route as prescribed by BHEL.
10.4	The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation of the goods.
10.5	If required by BHEL, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions enroute Viz. river bridges and rail over bridges along with details of their span and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL.
10.6	The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them except specially specified in Clause 5 or SCC. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same.
10.7	If specifically mentioned in the Special Conditions of the Contract, route survey has to be vetted by IRDA approved surveyor. The IRDA approved surveyor charges shall be included in rates of contractor.
10.8	The contractor while transporting consignment shall clear any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by the contractor. Further any damage to Private / Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same.
11.0	ROUTE & DISTANCE
11.1	Route & distance will be in scope of transporter. MORTH permission shall be obtained by the transporter on his cost. Also, no detention charges will be paid for delay in obtaining the permission. The bidder shall also mention the route & distance to destination site in his price bid. However, change of route and additional costs will be in bidder's account.
11.2	Change of route owing to written instructions of BHEL, the amended Work Order will be issued.
11.3	If the place of loading is changed and is within the 50 kms limit of the previous works, the rate should remain same on account of change in place of loading. If the place of unloading is changed and is within the 50 kms limit of the previous works, the rate should remain same on account of change in place of unloading.
11.4	If the distance is reduced within 10% as per written instructions of BHEL, the rate should be reduced proportionately to distance as per Google maps limited to minimum of actual distance as per GPS or MORTH permission.

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11.5	In case of change of scope from “Vendor Works to site via BHEL” to direct dispatch from “Vendor Works to site”, the reduced rate will be calculated considering overall expenditure instead of proportionate distance method and same will be communicated to contractor. Contractor will have the right to accept or reject the offer in such case.
12.0	PLACEMENT OF HYDRAULIC TRAILERS
	LOI (Letter of Intimation) will be communicated through e-mail/manual letter for placement of Hydraulic Trailer. Date of placement will be mentioned in the LOI. Free Time for placement of hydraulic trailer is 7 days from email date. Email date shall not be considered for calculation of free time. Eg : Email Date : 10.08.2020 Vehicle Required on : 14.08.2020 Due date for vehicle placement : 17.08.2020 Vehicle Placed on : 19.08.2020 Applicable Penalty : 1 day (i.e; 18.08.2020) The vehicle placed date shall not be considered for penalty.
13.0	TIME EXTENSION FOR PLACEMENT OF HYDRAULIC TRAILER
	Request for time extension for placement of hydraulic trailer shall be communicated by transporter. Head of Logistics may approve the same on case to case basis without penalty for delay in placement.
14.0	NON-PLACEMENT OF HYDRAULIC TRAILERS WITHIN TIME
	If the hydraulic trailer is not placed as per schedule of placement Clause 12.0 above, BHEL reserves the right to short-close freight contract and offer to L2-Ln bidders (where n are the number of bidders quoted for the ODC) at the L1 rate. If any of the bidders acceptss the Indent at L1 rate, Non-placement Penalty and delay in placement penalty for the time taken to communicate such non-placement will be recovered from defaulting transporter's running bills/security deposit and freight contract will be entered into with accepting bidder. From the date of short closure of indent, further delay in placement penalty will not be applicable. Also, the performance rating for the L1 bidder will be reduced by 100 points. If the above method fails, Risk Purchase as per Clause 33.0 will be applied.
15.0	JOURNEY MANAGEMENT
15.1	The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Contractor shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone/ web based systems.
15.2	In case BHEL provides tracking device, then the Contractor will be responsible for safe custody and return of device to BHEL in good working condition, as it was issued to him.
15.3	Contractor should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.
15.4	The Contractors shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode desired by BHEL at regular intervals as specified in SCC.
15.5	Alternately, BHEL also reserves the right to install an in-house Vehicle Tracking Unit for real-time tracking of consignment. The Contractor shall be held responsible to return such VTS unit.
16.0	DELIVERY TIME/TRANSIT TIME
16.1	The timely delivery of goods is the essence of the contract.
16.2	Delivery time shall be indicated by the bidders in the price bid format. Bidders are advised to conduct individual route surveys and make their own assessment for quoting the delivery time. Minimum delivery time will be 4 days and maximum delivery time will be 90 days. If the transporter quotes the delivery time beyond the above time, BHEL will consider the same on

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	case to case basis. However, delivery time indicated by the bidders will not be considered for evaluation.
16.3	The Delivery time is considered excluding date of dispatch and date of delivery.
16.4	The date of dispatch shall be reckoned as the date of Security/CISF out Gate pass. However, in case the E-way bill/GST Invoice is handed over at a later date, the date of dispatch will then be reckoned as the date on which E-way bill/GST Invoice (whichever is later) is handed over to the contractor. The date of handing over of E-way bill shall be certified by an Executive of Logistics. Similarly, the date of handing over of GST Invoice shall be certified by an Executive of Finance dept. The date of reporting/entry at security/CISF gate at destination/site shall be reckoned as the date of delivery. Date of Reporting at destination/site shall be considered based on visible photograph consisting of consignment, vehicle number and site entrance/gate name board produced by Transporter.
16.5	Bidders are requested to include time taken for all required clearances / permits from all Governmental / Non – Governmental authorities Viz. RTA, NHAI / PWD / CPWD, Sales Tax Department, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons. Detention on account of power shutdown at railway crossings should also be considered.
16.6	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.
17.0	ADDITIONAL TRANSIT TIME
	Additional transit time shall be allowed with the approval of BHEL based on the representation received from the Contractor on case-to-case basis.
18.0	FORCE MAJEURE
18.1	Acts of Nature, 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, damaged bridges/culverts/roads, 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, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions.
18.2	If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof.
18.3	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.
18.4	Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.
19.0	PENALTY
19.1	PENALTY FOR DELAY IN PLACEMENT OF VEHICLES
19.1.1	Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Contractor within stipulated period in the form of letter/email or any other mode of communication.
19.1.2	Free time and penalty per day for delay in placement of vehicles shall be as below:
19.1.3	For non-placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Contractor who have not placed the vehicles and the details of penalty is furnished below

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19.1.4	Sl	Vehicle Type	Free Time for placement (Days)	Penalty per Day (In Rs)
	1	Hydraulic Trailer (Group-A)	7	6000
	2	Hydraulic Trailer (Group-B)	7	9000
	3	Hydraulic Trailer (Group-C)	7	12000
19.2	PENALTY FOR NON-PLACEMENT			
	In case allocation is cancelled due to non-placement & lifted through any other Contractor at the same rate; in addition to penalty for delay in placement of vehicles as per Clause 19.1, the non-placement charges equivalent to 2 days of detention charges shall be imposed. The same shall be recovered from other pending bills/Security Deposit of the contractor.			
19.3	PENALTY FOR LATE DELIVERY			
	If consignments are not delivered within delivery time, a penalty @ 1.0% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.			
20.0	HIRING OF SERVICES			
20.1	It is preferred that contractor places his own vehicles for transportation.			
20.2	Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted.			
20.3	In case of hiring of vehicle, Contractor will be responsible for all contractual & legal responsibilities.			
20.4	Hiring of other peripheral services such as GPS tracking /civil work/loading /unloading is permitted.			
21.0	LOADING & UNLOADING			
21.1	LOADING AT CONSIGNOR'S PREMISES			
	Consignor shall be responsible for loading of consignments at its premises. However, if the BHEL requests to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 5.5.			
21.2	UNLOADING AT CONSIGNEE'S PREMISES			
	Consignee shall be responsible for unloading of consignments at its premises. However, if the BHEL requests to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 5.5.			
21.3	LOADING/UNLOADING EN ROUTE			
	Before loading and unloading at any other places/godowns due to any reason, contractor has to obtain prior approval of BHEL. BHEL will reimburse the loading & unloading charges en route as per Clause 5.5 only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor.			
22.0	WEIGHT MEASUREMENT			
	The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL/consignor for consignments. In cases, where either weighbridge records are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the OBD/Packing List shall be reckoned. If OBD/Packing list is not available, drawing/Dispatch documents or certification from concerned agency shall be considered.			
23.0	CONSIGNMENT NOTE CERTIFICATION			
	<p>The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the Contractor at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer.</p> <ol style="list-style-type: none"> 1. Registration No. of the vehicle, 2. No. of packing cases or liquid quantity in KL, 3. Name & address of the consignor and consignee with specific destination, 4. Description of the consignments with BHEL HYDERABAD Purchase Order (PO) reference as applicable, 5. Invoice Number or the exemption certificate reference, 			

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	6. Reference to all other relevant information such as Dispatch Advice Note and Way Bill as applicable from time to time.
24.0	EN ROUTE DOCUMENTS AND EXPENSES
24.1	<p>While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en route for want of these documents. The</p> <ol style="list-style-type: none"> Original for Buyer Invoice indicating PO reference/Not For Sale Certificate, Waybill/Road permit, if applicable, Consignee Copy of LR for door delivery <p>The Contractor shall be responsible for delivering the above documents to the consignee.</p>
24.2	Any expenses incurred and detention on this account will be the risk and cost of the Contractors except charges mentioned in Clause 5.
24.3	<p>The contractor shall be responsible for collecting all the documents in line with prevailing regulatory requirement of the government agencies. BHEL shall be responsible for the facts & figures stated in the documents handed over to contractor.</p> <p>If a consignment is detained en route by the authorities due to non-carrying of documents and penalty/delay, if any, are imposed; such payment will have to be borne by the Contractor and consignment got released and delivered in time. However, if the consignment is detained en route owing to facts/figures stated in the provided documents; BHEL shall be responsible for such delay/penalty.</p> <p>For example: For the movement of goods from consignor works, it is regulatory requirement to carry the invoice/Not for Sale letter along with goods. It will be the responsibility of contractor to collect the invoice. Any penalty/detention of vehicle on account of non-collection of invoice will be in scope of contractor. However, owing to facts/figures stated in invoice; the responsibility of penalty/delay lies with BHEL.</p>
24.4	<p>The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, E-Way bill, Original for buyer Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case such invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.</p>
25.0	SAFETY OF CONTRACTOR'S WORKMEN
	<p>The Contractor shall have to indemnify the BHEL HYDERABAD against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL HYDERABAD premises or anywhere en route.</p> <p>All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.</p>

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	The Contractor shall be bound to indemnify BHEL HYDERABAD against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
26.0	INSURANCE
26.1	The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL HYDERABAD / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL HYDERABAD in case of damage / loss and also the contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.
26.2	The Contract as entered into between BHEL HYDERABAD and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable act.
26.3	All accidents at any point shall be reported immediately to BHEL HYDERABAD in writing through e-mail/letter with photographs.
26.4	In case of accident the Contractor is bound by this contract to submit the following documents within time specified in each case by BHEL: 1.RC copy, 2. Insurance Certificate of vehicle with validity, 3.Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy, 6.Maintenance certificate for puller (Case specific), 7. Damage/Open delivery Certificate (Original), 8.LR copy (including remarks, if any), 9.Driver's statement Original as per BHEL Format, 10.FIR Copy, 11. Any other documents if required by Insurance Agency Transshipment in such case shall be allowed without penalty after completing all necessary formalities by concerned BHEL HYDERABAD officials.
26.5	Based on Insurance Surveyor Report, the Insurance cases will be divided into two categories: Case 1: Fault of transporter mentioned in the Insurance Surveyor Report: The process will be as below: A. No admission of Claim: If the insurance agency does not admit the claim owing to fault of transporter, the claim will be lodged on transporter and the amount will be recovered from transporter. No freight payment up to accident place will be made. B. Under settlement of claim: If the claim is under settled owing to pending documentation from transporter, balance claim amount shall be recovered from running bills/security deposit/BG/FDR of the transporter. No freight payment up to accident place will be made. C. Admission of full claim: If full claim is admitted by insurance agency, no recovery will be made from transporter. No freight payment up to accident place will be made. Case 2: No fault of transporter mentioned in Insurance Surveyor report. No recovery will be made from the transporter WRT insurance claim amount. However, No freight payment up to accident place will be made.
26.6	No payment for transportation from consignor place to place of accident will be made. Payment for transportation from accident place to place of unloading (whether back to consignor or consignee) will be made.
27.0	DELIVERY & ACKNOWLEDGEMENT
	The Contractor shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle.

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28.0	PAYMENT						
28.1	Mode of Payment						
	To Pay Basis: To be paid by BHEL's customer/Vendor						
	To be billed: To be paid by BHEL						
28.2	Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation as below. In case, all the documents are not presented along with the bill, the payment may be delayed.						
28.3	<p>For the consignments booked on "To Pay" basis, where the Contractor has to realize payment from the BHEL HYDERABAD's customer/Vendor and the BHEL HYDERABAD's customer/Vendor does not make the payment, BHEL HYDERABAD will accept the freight bills subject to either one of the following:</p> <p>i. Submission of Non-Payment Certificate issued by the BHEL HYDERABAD's customer/Vendor to the Contractor</p> <p>ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group.</p> <p>The Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation.</p>						
28.4	A registered person supplying taxable services shall before or after completion of service but within a prescribed period, issue an invoice showing description, value etc as prescribed. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, any interest or penalty on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, GST input credit is denied/reversed on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills along with interest/penalty levied.						
28.5	The EMD, security deposit or any other payment due to contractor shall not carry any interest.						
28.6	FORMAT OF FREIGHT BILL						
	The freight bills should be submitted as per the format specified by BHEL.						
28.7	DOCUMENTATION FOR FREIGHT BILLS						
	The freight bills should be submitted with following supporting documents:						
	<table> <tr> <td>1. Certification of consignor mentioning number of axles or MORTH permission copy or RC copies of both Loading & Unloading vehicle</td><td>2. Indent/Placement e-mail/manual letter</td></tr> <tr> <td>3. Weight measurement as per Clause 22.0</td><td>4. OBD/Packing List containing dimensions</td></tr> <tr> <td>5. LR with delivery acknowledgement</td><td></td></tr> </table>	1. Certification of consignor mentioning number of axles or MORTH permission copy or RC copies of both Loading & Unloading vehicle	2. Indent/Placement e-mail/manual letter	3. Weight measurement as per Clause 22.0	4. OBD/Packing List containing dimensions	5. LR with delivery acknowledgement	
1. Certification of consignor mentioning number of axles or MORTH permission copy or RC copies of both Loading & Unloading vehicle	2. Indent/Placement e-mail/manual letter						
3. Weight measurement as per Clause 22.0	4. OBD/Packing List containing dimensions						
5. LR with delivery acknowledgement							
28.8	All the above documents shall be submitted for processing of bills within 30 days. If all the documents are not submitted along with bill, the payment may be delayed beyond 30 days.						
28.9	<p>If document 1 is not submitted along with bills, bills will be processed with approval of HOD of Logistics. Approval shall be taken by Freight Billing.</p> <p>If Document 2 i.e. Indent copy is not available with transporter/Logistics-Shipping, the same may be certified by Logistics Executive with confirmation of delay in placement in e-mail/back of LR.</p> <p>If transporter does not submit Document 3 & 4, Logistics Shipping/Purchase/Concerned Dept., on request of Freight billing shall arrange the same.</p> <p>If Document 5 i.e. Original LR is kept by the site & delivery acknowledgement is provided on the photocopy of the LR, it will be considered as valid document. In case, the Original LR with delivery acknowledgement is claimed lost by transporter, contractor has to submit the indemnity bond as per the format of BHEL and freight billing section shall obtain the confirmation of receipt of equipment from Contract Management or MRC from site.</p>						

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29.0	TRANSSHIPMENT
29.1	For consignments dispatched by Hydraulic trailers, change of puller is allowed.
29.2	Transshipment of axles (unloading from hydraulic axles and then reloading on to another set of hydraulic axles) en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bonafide reasons, provided approval is taken from General Manager/Logistics.
29.3	In all cases of transshipments, the entire responsibility for safety of goods shall be at the risk and cost of the Contractor.
29.4	For all transshipments, detailed information to be furnished by the Contractor to BHEL. Cost to BHEL, if any, owing to damage to the consignment under transshipment shall be recovered from the Contractor if Insurance agency refuses to accept the claim.
29.5	Any transshipment anywhere shall be done under strict supervision of the Contractor/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
30.0	DISCLOSURE OF INFORMATION
	The bidder shall necessarily disclose the following information as below:
30.1	Information regarding employee or direct relation of any employee of BHEL in any way connected as Partner/Shareholder/ Director/Advisor / Consultant/ Employee etc. with the bidder as per Format-I
30.2	Information regarding group concerns & affiliates etc, details of partners/proprietor/directors as per Format-VIII
31.0	CLUBBING OF MATERIAL
31.1	Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for all such vehicles.
31.2	If more than three such instances are found, the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.
32.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LR'S, BILLS
32.1	During the processing of the bills or at any time, if BHEL finds that Contractor has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills claimed by the Contractor to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.
32.2	Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per Clause 19.3 for the delay in delivery of the consignments from other pending bill/security deposits of the Contractor pending with BHEL or through appropriate legal recourse.
32.3	In case of accident to the consignment during the en-route and insurance company doesn't pay the insurance amount due to above lapse and/or any other reasons attributable to the transporter. BHEL will recover the loss caused to BHEL from any pending bills/security deposits of the transporter pending with BHEL or through appropriate legal recourse. The transporter shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
33.0	RISK PURCHASE
33.1	BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
33.2	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through

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	alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the BHEL will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
34.0	RIGHTS
34.1	BHEL reserves the right to 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.
34.2	BHEL reserves the right to reject conditional tenders, tenders that are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
34.3	BHEL reserves the right to evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
34.4	BHEL reserves the right to cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
34.5	BHEL reserves the right to short close tender, or any part of the tender, without assigning any reasons thereof.
34.6	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
34.7	In the event of any successful Tenderer's failure to fulfill any of the tender/ Contract obligations including non-lifting of consignment(s) as per Contract /Agreement BHEL reserves the right to entrust the job to alternate Transport Carrier and additional expenditure if any including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer. The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer
34.8	All amounts including the losses / damages / penalties / compensation and extra charges of fright, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India.
34.9	It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
34.10	It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific Loading capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
34.11	The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.

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34.12	BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.	
34.13	Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.	
35.0	LETTER OF INDENT FOR PLACEMENT OF VEHICLES	
	It will not be binding on BHEL to release letter of indents for transportation of all consignments for which contracts have been awarded. This may be due to several reasons viz. reversal of decisions from assembled to dismantled conditions of certain consignments and decision for multi-modal transportation, based on site and customer requirements.	
36.0	PERFORMANCE RATING	
	Performance of the Logistics Companies/transporters will be evaluated on following points:	
	Sl	CriteriaWeightage
	1	Documentation10%
	2	Safe Delivery without any Damage40%
	3	Delivery within time period20%
	4	Placement of vehicles within time period15%
	5	Daily Status Report & Other Communication with BHEL15%
37.0	INTEGRITY PACT	
	The bidder has to submit duly signed integrity pact as attached with NIT.	
38.0	BHEL's FRAUD PREVENTION POLICY	
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
39.0	BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS	
	Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".	
40.0	INDEMNITY	
40.1	The Contractor 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/en route.	
40.2	The Contractor shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the BHEL 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 Contractors, their workmen servants or agents	
40.3	The Contractors shall further indemnify BHEL against: (i) Observance of Labour & Industrial Laws. (ii) Documentary compliance relating to freight billing. (iii) Indemnity shall cover the entire transit right after loading to the unloading at destination.	
41.0	ARBITRATION & CONCILIATION	
	The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question	

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	<p>or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference, arising out of the formation, breach, termination, validity or execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the contract or in any manner touching upon the Contract, then either party may, by a notice to the other party refer such dispute or difference to the sole arbitration appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory enactments thereof and the rules made thereunder and for the time being shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of clause 47 above, the courts at Sangareddy/Hyderabad shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.</p> <p>Notwithstanding the existence of any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Subject to the arbitration in terms above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p>
42.0	JURISDICTION
	<p>It is only after exhausting the Arbitration above further legal proceedings arising under or relating to this contract, the courts at Sangareddy in Sangareddy District in Telangana only shall have the jurisdiction.</p>

ANNEXURE-F**Format –I****Tender Ref.: HYLOG2022HT****Bidder Details (To be printed on bidder's letterhead)**

Name of the Bidder:

ADDRESS:

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder	
Type of Company (Ltd./Pvt. Ltd./Partnership/Proprietorship):	
PAN Card Number:	
GST Number:	
IBA Code:	
IBA recommendation validity up to:	
No. of Hydraulic Axles owned:	
No. of Prime Movers/Puller Owned:	
Turnover of financial year 2017-18 (In Crores):	
Turnover of financial year 2018-19 (In Crores):	
Turnover of financial year 2019-20 (In Crores):	
No. of Employees (Total)	
Administrative	
Technical/Supervisory	
Drivers	
Skilled Workmen	
Unskilled Workmen	
IF RELATED TO ANY BHEL EMPLOYEE NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	

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Format –II**Tender Ref.: HYLOG2022HT****Checklist (To be printed on bidder's letterhead)**

Sl.No	PARTICULARS FOR EVALUATION OF TECHNO-COML.BID	Please Tick (✓)	Page No.
1.	Quoting for the Group	Group-A/Group-B/Group-C	
2.	Organization/Firm Registration	Attached/Not Attached	
3.	Power of Attorney	Attached/Not Attached	
4.	Format-I regarding bidder details	Attached/Not Attached	
5.	Format-III regarding axle ownership	Attached/Not Attached	
6.	Self-attested copy of RC of Hydraulic Axles	Attached/Not Attached	
7.	Gazette Notification of Hydraulic Axles	Attached/Not Attached	
8.	Format-IV regarding prime mover/puller ownership	Attached/Not Attached	
9.	Self-attested copy of RC of Prime-Movers/Pullers	Attached/Not Attached	
10.	Self-Attested copy of IBA	Attached/Not Attached	
11.	Self-Attested copy of PAN Card	Attached/Not Attached	
12.	IT Returns for the Assessment years 2017-18, 2018-19 and 2019-20	Attached/Not Attached	
13.	Audited balance sheets, Profit & Loss Statements for the financial years 2017-18, 2018-19 & 2019-20	Attached/Not Attached	
14.	Format-V regarding experience	Attached/Not Attached	
15.	Proof of experience	Attached/Not Attached	
16.	Format-VI regarding NEFT details (not to be submitted, if already registered with BHEL, Hyderabad)	Attached/Not Attached	
17.	Format-VII for bidders quoting for Group-B & Group-C.	Attached/Not Attached	
18.	Declaration: Self-Attested copy of Format-VIII	Attached/Not Attached	
19.	Duly Signed And Stamped Copy Of Full Tender Document	Attached/Not Attached	
20.	Any Other Detail The Bidder Desires To Furnish	Attached/Not Attached	

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Format –IV**Tender Ref.: HYLOG2022HT****Prime Mover/Puller Ownership (To be printed on letterhead)****Name of the Bidder:**

Sl	Registration No.	Owner name	Manufacturer		Chassis No.	Capacity (In HP)	Proof at Page No.	National Permit valid up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

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Format –V**Tender Ref.: HYLOG2022HT****Experience (To be printed on letterhead)**

S. No	LR No.	LR Date	Description of the Consignment	Weight of the Consignment	Delivery Date	Customer Name	From	To	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)	E-mail & Mobile Number of Customer
1										
2										
3										
4										
5										

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Format – VI

NEFT Details

**(Vendors to furnish this mandate on their Letter Head)
(NOT REQUIRED FOR ALREADY REGISTERED VENDORS WITH BHEL HYDERABAD)**

To
The Manager/Finance
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad
PIN: 502 032

Ref No:

Date:

Dear Sir,

Sub: Details for National Electronic Fund Transfer

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

- A. Sup code (As per PO/SCO) / Staffno
- B. Beneficiary (Name as per PO/SCO)
(Retd Employee to indicate address here)
- C. PAN of beneficiary
- D. TIN of Beneficiary
- E. e-mail address of Beneficiary
- F. City (of Beneficiary)
- G. Bank Name
- H. Branch (of Bank)
- I. A/c Number
- J. A/c type (Savings or Current)
- K. MICR Code of the branch (9 digit)
- L. IFSC for NEFT (11 char)
- M. IFSC for RTGS (If different from L)

Thanking you,

(Signature with Seal)
Authorised Signatory
Name
Designation

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

(Authorized Official of Bank
with Sign. & stamp)

SIGNATURE & SEAL OF THE BIDDER

Format – VII

Tender Ref.: HYLOG2022HT

Name of the Bidder:

I,, S/o. Aged about years, Occ:, Resident of
....., do hereby solemnly affirm on oath and state as follows:
I am working as _____ in M/s. _____, i.e. the bidder herein.

As we have submitted documents for Group B/Group C, upon qualification in Group B/Group-C, I on
behalf of M/s confirm to participate in Group A/Group-A&B.

SIGNATURE & SEAL OF THE BIDDER

FORMAT-VIII**AFFIDAVIT-CUM-UNDERTAKING**

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I, _____, S/o. _____ Aged about years, Occ: _____, Resident of _____, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns 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.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).

4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that 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 this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or

SIGNATURE & SEAL OF THE BIDDER

- 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.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the ___ day
of _____, 2_ _ _ at Hyderabad.

NOTARY

SIGNATURE & SEAL OF THE BIDDER