



INVITATION TO TENDER

Ref: OPS/OS/WS/2017-18/84/099

Date: 23.12.2017

Sub: Point to Point Contract for transportation of Non-ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to BTPS, Bhadradi, TSGENCO, Telangana by road using suitable vehicles - Reg.

Sealed tenders are invited in **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced transport contractors with sound technical and financial capability for the subject work.

| SL. NO. | NAME OF THE WORK | ESTIMATE VALUE Rs. | EMD Rs. | LAST DATE FOR RECEIPT OF TENDER |
|---------|--|--------------------|----------|-----------------------------------|
| 01 | Point to Point Contract for transportation of Non-ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to BTPS, Bhadradi, TSGENCO, Telangana by road using suitable vehicles. | 12.65 Lakh | 25,298/- | 03.01.2018 up to 14.00 Hrs. |

1.0 **ELIGIBILITY CRITERIA:**

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2017 should be at least 30% of the estimated value (i.e. Rs. 3.79 Lakh). In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31st March 2016 shall be considered.

Tenderer should enclose PAN, GSTIN registration no., Income tax returns for last three years (i.e. FY 2013-14, 2014-15, 2015-16 / 2016-17) and Profit & Loss account and Balance Sheet duly certified by the Auditor for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30th November 2017 as given below:
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. Rs. 5.06 Lakh each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. Rs. 6.32 Lakh each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. Rs. 10.12 Lakh)

Copy of Job Completion Certificate/s along with PO/WO/LOI/LOA from the customer shall be enclosed in support of successful and satisfactory completion of the work.

Note: Similar work means that the bidder should have successfully executed transportation contract, transporting primarily of fabricated / machined steel consignments by mechanical Trailers / Hydraulic axle trailers, by road.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV) The Transporter should have an IBA recommendation number on the date of opening of Tender. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this enlistment process / price bid.

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Note: In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.

- V) The bidder shall have **2 own trailers of capacity not less than 22 MT**. Copy of R.C. Book (self certified) first page mentioning name of vehicle owner to be submitted.

Note: The carriers who are having Trailer/s in the name of their company (public limited/ private limited company) or in the name of partners (in the case of partnership firm) or in the name of proprietor (in the case of sole proprietorship) only are eligible to participate in the tender.

- VI) The transporter must have **valid** Indian Bankers Association (**IBA**) certificate.

2.0 SCOPE OF THE WORK:

Fabricated Non-ODC consignments shall be transported to **BTPS, Bhadradi, TSGENCO, Telangana** from M/s. BHEL-HPVP, Visakhapatnam works by road using suitable vehicles as per details mentioned in Annexure-I.

Note: The intending tenderers are advised to visit BHEL- HPVP, Visakhapatnam for verification of dimensions of the jobs and note down the entry procedures, safety requirements etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

3.0 EARNEST MONEY DEPOSIT:

- I. The tenderer shall submit EMD for **Rs. 25,298/-** (Rupees Twenty Five Thousand Two Hundred Ninety Eight only) in the following forms only: -
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
 - a) 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.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSE) are eligible for exemption of EMD as per **clause no. 11 Annexure – II**.

4.0 VALIDITY OF CONTRACT PERIOD:

The Contract is valid up to **End of December 2018** or till completion of intended dispatches, whichever is later.

5.0 DELIVERY SCHEDULE:

The transporter should place the vehicle within **48 hours** from the date of intimation by Head of Logistics department.

If the transporter fails to place the vehicle in stipulated time, **penalty** for delayed period is of **1% of freight per day per vehicle subjected to maximum of 10% of Work order value**. Abnormal delays will be viewed seriously.

6.0 As HPVP is one of the units of BHEL, any transporter black-listed / banned / put under hold in any of the BHEL Units / Sites / Offices, will not be considered for award of transportation contract.

In this effect, bidder should give a certification on their letter head self-certifying that “They are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units / sites. Nor bidder have been booked by CBI and / or charged by a court of law in any criminal case relating to transportation”.

7.0 SECURITY DEPOSIT:

Security Deposit shall be collected from successful tenderer as per **clause 23 of Annexure – I**.

8.0 PAYMENT TERMS:

100 % of payment within 30 days after submission of bills & ACK. LRs along with vehicle placement letter and Material Gate Pass duly signed and stamped by M/s BHEL- HPVP security staff & also required duly signed and stamped at Customer`s Main Gate Entry on LR copies for the purpose of calculation of Detention & Transit time.

9.0 INCOME TAX:

Income tax as per statutory requirement will be deducted on each payment made to the Transport contractor and TDS certificate will be issued to this effect.

10.0 RISK PURCHASE:

In case the transporter fails to place the trailers as per contract, BHEL reserves the right to get the transportation job completed through some other party at the risk & cost of the transporter and any additional expenditure incurred due to the same shall be charged to the transporter.

11.0 VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

12.0 PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on last date of tender submission except GST**. However, GST (as applicable) shall be paid by BHEL.
- c. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work except the Diesel Price Variation Clause as per clause 2.1 of Annexure – I.

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- d. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- e. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., like GST)
- g. Tenderer should quote the rates and the amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- h. All rates shall be quoted in the tender format only.

13.0 GENERAL:**13.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

13.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.

13.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers. One complete set of all relevant documents pertaining to subject job covered in the scope of this tender is available at Outsourcing Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

13.4 Sr. Manager (Logistics) shall be the Engineer-Incharge for herein after referred to as such in the tender.

13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right to go for negotiation with the L1 bidder or go for reverse auction as per applicable guidelines.

13.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender: -

PART - I: TECHNO COMMERCIAL BID

- | | |
|--|------------------|
| a) Special Terms & Conditions | : Annexure – I |
| b) General Terms and Conditions | : Annexure – II |
| c) General Terms and Conditions of RA | : Annexure – III |
| d) Acceptance to the tender terms & conditions | : Annexure – IV |
| e) Transporter Information | : Annexure – V |
| f) Check List for submission of tender | : Annexure – VI |

PART - II: PRICE BID

g) Price Bid (Schedule of items and Bill of Quantities)

: Annexure – VII

13.7 Tender Documents can be downloaded from our Websites www.bhelviz.co.in & www.bhel.com.**14.0 TENDER SUBMISSION:****14.1 The Bid shall be submitted in two parts.****Part-I:** Techno-Commercial Bid shall be placed in one cover along with the following documents:

- (i) All pages of Tender documents after duly signed & stamped.
- (ii) Earnest Money Deposit @ **Rs. 25,298/-**
- (iii) Experience Certificates in line with eligibility criteria.
- (iv) Copy of PAN & GSTIN Registration certificate.
- (v) All other applicable documents as detailed in the tender.
- (vi) Valid Indian Bankers Association (IBA) certificate.
- (vii) Copy of R.C. Book (self certified) first page mentioning name of vehicle owner for 2 own trailers capacity not less than 22 MT.

Part-II: Price Bid in the prescribed format shall be placed in **another separate cover**.The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly super scribing the **Tender No. & Subject** on the envelope.14.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 03.01.2018**.

Bidders may also send their offers by Post to "Outsourcing Tender Box, Adm. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **03.01.2018 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

13.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

14.0 OPENING OF TENDERS:Techno-commercial Bids will be opened on **03.01.2018 at 14.00 Hrs.** at Customer Cell, Adm. Building, BHEL - HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.**If bids are not accompanied by requisite Earnest Money Deposit / Relevant MSME Registration certificate / Valid NSIC registration certificate along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Sr. Manager (OS)

SPECIAL TERMS & CONDITIONS

Sub: Point to Point contract for Transportation of Non-ODC Consignments to BTPS, Bhadradi, TSGENCO, Telangana from M/s. BHEL- HPVP, Visakhapatnam works by road using suitable vehicles - Reg.

1. DETAILS OF CONSIGNMENTS:

Point to Point contract for Transportation of Non-ODC Consignments to BTPS, Bhadradi, TSGENCO, Telangana from M/s. BHEL- HPVP, Visakhapatnam works by road using suitable vehicles.

| Sl. No. | Description | Dimensions/ Approx. weight | Type of Vehicle | No. of Vehicles Required |
|---------|-------------|--|--------------------------|--------------------------|
| 1. | Type - 1 | Length: 12000 mm Width: 2800 mm Height: 3000 mm Weight: 22 MT per vehicle | Suitable HB 8 Trailer | 41 Nos. |

2. RATE BASIS:**2.1 PRICE VARIATION CLAUSE**

2.1.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -

2.1.2 The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below:-

| Details | Trailer |
|----------------------|---------|
| Fixed Cost | 80% |
| Diesel Variable Cost | 20% |

2.1.3 Whatever increase/ decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/ decreased by 5%, then the diesel variable cost alone will be increased/ reduced by 5%.

2.1.4 The rates will be revised only if increase/ decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/ reference diesel rate.

2.1.5 Revised Rates (if any) applicable at the date of invoice / GC / LR will be considered for freight payment.

2.1.6 **The reference diesel rate shall be the actual diesel rate as on date of opening of techno-commercial bid. The rates of diesel will be calculated on the basis of the rates mentioned in <http://www.hproroute.hpcl.co.in> at Visakhapatnam.**

2.2 Increase / Decrease in rate on any other account, other than Diesel price variation, will not be permissible.

2.3 TAXES AND DUTIES

2.3.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST which is incidental for transit and in deploying the vehicles during the operation of Transport Contract.

2.3.2 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Loading and Unloading enroute etc., except GST and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

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3. TENURE OF CONTRACT:**3.1 Tenure of Contract**

- 3.1.1 The Transport Contract is valid up to **End of December 2018** or till completion of intended dispatches, whichever is later.
- 3.1.2 The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRS.

3.2 Extension of Contract

- 3.2.1 Extension of the Contract may be done with mutual agreement between BHEL, Visakhapatnam and the approved Transporters. Such agreements shall be based on acceptance of same rates and terms & conditions of the Contract.

4. TYPE OF VEHICLE TO BE PLACED:

- 4.1 Vehicles with suitable capacity are required and applicable for executing this Contract. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is in the Transporter's account.
- 4.2 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. If demanded by BHEL Officials, the original RC Book, PUC (pollution under control certificate) and Driving License shall be produced for verification. The vehicle should have safety accessories like tyre blocks and it should display its carrying capacity.
- 4.3 BHEL prefer their consignments, being carried in the Contractor's 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 disfavor. 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.

5. LOAD DISTRIBUTION:

Total quantity (41 Nos.) shall be distributed among 3 vendors i.e. L1 bidder and next two lowest bidders accepting the counter offered L1 / negotiated L1 rates in the ratio of 21:14:6. If L1 rates are not accepted by any one, total 100% load will be given to L1 bidder.

If rates are identical, Indian Banks Association (IBA) seniority will be followed to arrive ranking. This ranking will be applicable for load allocation and other purposes.

6. CLUBBING AND DIVIDING OF LOAD:

The consignment booked by two or more Transporters or two or more full load or certified full load consignments shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account till such time the consignment is released from statutory authorities and delivered to the consignee.

7. TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY:**7.1 TRANSIT TIME**

- 7.1.1 BHEL attaches much importance to the timely delivery of the consignment and hence delivery should be affected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.

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- 7.1.2 **The average permissible distance to be travelled by the vehicle per day is 175 Km.**
- 7.1.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- 7.1.4 **Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers.**
- 7.1.5 **For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted.**
- 7.1.6 In case the due date of delivery falls on Sunday/ Public holiday, next working day will be treated as due date of delivery.

7.2 PENALTY FOR DELAYED DELIVERY

- 7.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **1% of the freight per day** subject to maximum of 10% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.

However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.

- 7.2.2 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the Head of Logistics department, Visakhapatnam will be the basis for calculation of penalty.
- 7.2.3 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.
- 7.2.4 Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

8. PENALTY FOR NON PLACEMENT OF VEHICLES:

The transporter should place the vehicle within **48 hours** from the date of intimation by Head of Logistics department.

If the transporter fails to place the vehicle in stipulated time, **penalty** for delayed period is of **1% of freight per day per vehicle subjected to maximum of 10% of Work order value.** Abnormal delays will be viewed seriously.

- 9 **If consignments are transshipped without prior permission will be viewed seriously. It may lead to penalty up to maximum of 25% of fright.**
- 10 **Free Time:** 2 days for Loading and 2 days for un-loading for each vehicle in view of site formalities.
- 11 **Detention Charges:** Beyond free time of two days **Rs. 800/- per day per vehicle** at Loading point and Unloading point subject to a maximum of 10 % of freight charges.

Note: for admitting the detention charges, the following documentary Evidence is to be produced with the freight bills.

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- a) At Loading Point: Vehicle placement letter & Material Gate pass duly signed and stamped with date & time by the concern Security staff for IN and OUT of the each vehicle.
- b) At Un-loading point: Vehicle IN & OUT stamp with signature, date & time of security staff on the LR and signature for the received Equipment/Items/Consignment by site-in-charge on the LR Copy.
- 12 Detention charges shall be paid on certification of an Executive not below the rank of Dy. Manager, Logistics department in case of detention at BHEL, Visakhapatnam.
- 12.1 Detention beyond 30 days shall be considered after necessary approval from HOD / Commercial.
- 12.2 No detention charges will be payable if the vehicles report on Sundays & General Holidays.
- 12.3 Detention date will be counted from the date of reporting of vehicle at BHEL – HPVP before 11:00 AM on working day. If vehicle reports after 11:00 AM that day will not be considered for calculation detention.
- 12.4 Detention charges shall be paid when the contractor's vehicle is delayed or detained on the premises of Consignor, Consignee or en-route owing to reasons attributable to BHEL / BHEL's Vendor / BHEL's Customer.
- 12.5 Detention charges will be payable in both Rate Contract as well as Lump-sum Contract.
- 13 **Route to be followed**: The exact intended route shall be indicated in the technical offer for our study and comments if any. Please note invariably indicate the route to be followed and same to be incorporated on consignment note at the time of dispatch. Deviation is subject to force majeure, which should be informed to Logistics department of BHEL-HPVP Unit, Visakhapatnam before taking deviation of route.
- 14 **Communication of Movement**: Day to day position of movement of the loaded Trailer need to be informed to BHEL-HPVP Logistics dept. by Email & SMS (both) during transit till it reaches the destination..

14. BILLS & PAYMENT:**14.1 Dimensions of the Consignments for freight payment**

- 14.1.1 In regard to the weight of the consignment booked, BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available. Loading will be done keeping special care about the volume capacity and weight capacity of suitable vehicle, however if there is any minor increase in consignment sizes and weight the Transporter has to take care of Transportation of the same without any additional freight charges.

14.2 Time of Submission of bills:

Bills shall be submitted within one month immediately after delivery with proper acknowledgements without any delay. BHEL will not honor such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. **Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of Sr. Manager concerned.**

14.3 Mode of Payment

All payments to be made to the transporter, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). The transporter has to submit NEFT form enclosed in this tender signed by authorized signatory of the transporter and duly certified by Banker with seal.

BHEL will deduct income tax at source at the applicable rates and issue necessary TDS certificate.

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15. RISK PURCHASE:

- 15.1 In the event of any failure of contractor to fulfill any of the tender / Contract obligations including non-lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- 15.2 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

16. MOTOR VEHICLE ACT:

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable.

If any of the issues has not been dealt specifically in any schedule, then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

17. LOADING AND UNLOADING:

- 17.1 Loading and unloading is the responsibility of Consignor or Consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency. No transshipment is permitted en-route.
- 17.1.1 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 17.1.2 The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
- 17.1.3 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 17.1.4 Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 17.1.5 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 17.1.6 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
- 17.2 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:**
- 17.2.1 The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

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17.3 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its HPVP Vizag Premises/Works. The Transporter shall ensure: -

- 17.3.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 17.3.2 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 17.3.3 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 17.3.4 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

17.4 SAFETY OF CONSIGNMENT:

- 17.4.1 The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 17.4.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- 17.4.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 17.4.4 Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 17.4.5 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

18. STATUTORY OBLIGATIONS OF TRANSPORTER:

- 18.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labor legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.

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- 18.2 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 18.3 The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 18.4 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

19. JOURNEY MANAGEMENT:

- 19.1 The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with Trailers in order to have communication with the vehicle driver and shall E-mail/ SMS status of items to **BHEL on daily basis**.
- 19.2 Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

20. ROUTE, ROAD SURVEY, PERMIT:

20.1 ROUTE

All consignments should be transported through the shortest route established / declared by BHEL. Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or LOGISTICS and authorized.

20.2 ROAD SURVEY

It is the responsibility of the Carrier 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. The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.

If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL. All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

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21. LASHING OF THE CONSIGNMENTS:**21.1 Instructions for loading and lashing of consignments for transportation**

- 21.1.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 21.1.2 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 21.1.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
- 21.1.4 Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.
- 21.1.5 Every component loaded in the trailer shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
- 21.1.6 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- 21.1.7 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- 21.1.8 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 21.1.9 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 21.1.10 The loading of multiple components one over the other shall not be done.
- 21.1.11 Soft rubber pads shall be used to lash on the product metal surface
- 21.1.12 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 21.1.13 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 21.1.14 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 21.1.15 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5 m.
- 21.1.16 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 21.1.17 Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.
- 21.1.18 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 21.1.19 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

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22. INSURANCE COVERAGE AND CLAIM:**22.1 Insurance**

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.

22.1.1 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.

22.1.1.1 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

22.1.1.2 The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for insurance Cover.

22.2 Damage / Loss

22.2.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or LOGISTICS within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or LOGISTICS, as applicable.

22.2.2 On receipt of this information, BHEL Visakhapatnam (LOGISTICS) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to LOGISTICS so that further action will follow.

22.2.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Logistics shall process the bills accordingly.

22.3 Open Delivery

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

22.4 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.

22.4.1 Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

22.5 Accidents

22.5.1 All accidents at any point shall be reported to agency concerned and LOGISTICS in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

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22.5.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or LOGISTICS as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with underwriters.

22.5.3 The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

22.6 Return freight payment for transporting the damaged consignment back to Visakhapatnam after BHEL QC Clearance.

22.6.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Visakhapatnam after insurance survey and BHEL QC clearance for returning such consignments to Visakhapatnam, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

In case, the Transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

22.7 Return freight payment for transporting the damaged consignment back to Visakhapatnam after BHEL QC Clearance.

22.7.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Visakhapatnam after insurance survey and BHEL QC clearance for returning such consignments to Visakhapatnam, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

In case, the Transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

23. SECURITY DEPOSIT:

A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.

B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

C. Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) 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.

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- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance 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.

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

23.1 Refund of Security Deposit

23.1.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.

23.1.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

23.2 The successful tenderer/s shall furnish Security Deposit **within 15 days** from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderer/s before commencement of work by them. The security deposit shall not carry any interest.

24. GOODS CONSIGNMENT NOTE & EXCISE INVOICE:**24.1 GC / LR / LWB**

24.1.1 G.C. Note issued should bear **printed serial numbers** with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

24.1.2 The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.

24.1.3 Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

24.1.4 The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.

24.1.5 More than one delivery/ collection at the time destination/ point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.

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24.1.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to User Departments of BHEL within time span as per terms of Contract failing which BHEL will have the right to stop further loads.

24.1.7 The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

24.2 DELIVERY AGAINST CONSIGNEE COPY

Except dispatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed (if claimed).

25. DESPATCH & ENROUTE DOCUMENTS:**25.1 Dispatch Documents**

25.1.1 Consignment without BHEL Purchase Order reference should not be collected/ delivered at BHEL / Visakhapatnam or to any consignee without any written permission from LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place.

25.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.

25.1.3 The Transport Carrier should ensure the collection of Road permit / way bill at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Sr. Manager / LOGISTICS by the Transport Carrier concerned.

25.1.4 Wherever Road permit / way bill is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road permit / way bill received" while getting acknowledgement for receipt of goods.

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25.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of delivery.

25.2 En-route Documents

25.2.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.

25.2.2 Any detention on this account will be the Carriers responsibility.

25.2.3 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment have to be released and delivered in time.

25.2.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery

25.2.5 While passing through States other than destination State, the transporter has to ensure that necessary entry is made in the first check post and last check post of the State in order to avoid any sales tax liability for BHEL. If this is not complied with any sales tax implication to BHEL will be recovered from the transporter's bills.

26. VEHICLE MONITORING:

Day to day position of movement of the loaded Trailer need to be informed to BHEL HPVP Logistics dept by Email & SMS (both) during transit till it reaches the destination.

27. EMS, SECURITY AND SAFETY REGULATIONS:

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

28. ESCORT FOR CONSIGNMENTS:

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.

29. INDEMNITY:

29.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

29.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

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- 29.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-
- 29.4 Observance of Labor & Industrial Laws.
- 29.5 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 29.6 Documentary compliance relating to freight billing.
- 29.7 Indemnity shall cover the entire transit right after loading to the unloading at destination.

30. ARBITRATION:

- 30.1.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Visakhapatnam in his sole discretion. There shall be no objection to any such appointment (i) that the arbitration so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.
- 30.1.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Visakhapatnam, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.
- 30.1.3 The decision of the arbitrator shall be final and binding on both the parties.
- 30.1.4 The arbitration proceedings will be held at BHEL Visakhapatnam or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration Proceedings unless otherwise directed in writing by BHEL.

31. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Visakhapatnam, Andhra Pradesh only shall have the Jurisdiction and is only after exhausting the, above Arbitration Clause.

32. RIGHTS:

- 32.1 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- 32.2 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, Visakhapatnam has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.

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- 32.3 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/Transporters is permitted.
- 32.4 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 32.5 The Transporter shall have no right to demand at any time during the execution of this Contract any minimum quantity of load for transportation.
33. Trailer with the same registration number has to carry the load up to the destination point which is loaded at BHEL-HPVP, Visakhapatnam works. In case any deviation is found, penalty may be levied at the rate of 1% of the freight value per day.
34. Contractor has to follow the same route during shipment which was submitted along with the offer. Any change in the route needs permission of the concerned authorities.
35. Clubbing of material en-route is not permissible and if found so, penalty of 10% of freight amount will be levied.

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL TERMS & CONDITIONS

1. Loading will be arranged by Consignor and un-loading will be arranged by Consignee (i.e. at both points).
2. The quoted rates should be inclusive of all taxes & duties and no other charges such as incidental charges, surcharges etc. shall be paid.
3. Either consignor or consignee arranges transit insurance but the goods shall be at your risk and responsibility while they are in your custody and in transit and you are responsible for damages as per clause 8 of the carrier Act, 1865.
4. Transshipment en route is not allowed.
5. Bottle-necks, if any en route i.e. shut down of powers, removal, restoration of electric and telephone wire, weak bridges shall be responsibility of Transport Carrier and NO CHARGES in this regard will be paid.
6. Transport Carrier shall indicate the entire route in their quotation from M/s BHEL – Works, Visakhapatnam to **BTPS, Bhadradri, TSGENCO, Telangana**. In case of diversion of route, the reason for the same to be communicated to us.
7. **Transporters those who have quoted, shall produce the documentary evidence of Membership of Indian Bankers Association.**
8. **Validity Clause:** Till completion of the contract, in case of failure to place the Trailers to meet dispatch requirement, M/s BHEL shall make alternative arrangement for dispatch at carriers Risk & Cost.
9. **PAYMENT TERMS:** 100 % of payment within 30 days after submission of bills & ACK. LRs along with vehicle placement letter and Material Gate Pass duly signed and stamped by BHEL- HPVP security staff & also required duly signed and stamped at Customer's Main Gate Entry on LR copies for the purpose of calculating of Detention & Transit time.
10. **INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

11. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer".

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12. 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”.

13. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.

14. **All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit website to keep themselves updated.**

15. The payments shall be made through online (i.e. RTGS/NEFT) only. (Format enclosed – Annexure - B).

16. REVERSE AUCTION:

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders shall submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

::2::

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

SIGNATURE OF THE TENDERER WITH SEAL

Ref: OPS/OS/WS/2017-18/84/099

Date: 23.12.2017

Sub: Point to Point contract for Transportation of Non - ODC Consignments to BTPS, Bhadradi, TSGENCO, Telangana from M/s. BHEL– HPVP, Visakhapatnam works by road using suitable vehicles.

Tender Enquiry No: OPS/OS/WS/2017-18/84/099, Date: 23.12.2017

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to Risk Purchase as per clause no. 10 of tender.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents along with supporting documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

SIGNATURE OF THE TENDERER WITH SEAL

TRANSPORTER INFORMATION

| Sl. No. | Particulars | To be Filled by Bidder |
|----------------|---|-------------------------------|
| 01. | Name of the Transport Carrier (as registered) | |
| 02. | Nature of Firm / Concern: - (Sole Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed. | |
| 03. | Full address | |
| 04. | Name of the Proprietor/ Partner | |
| 05. | Name of the Person(s) and designation authorized for signing the contract/ dealing with BHEL | |
| 06. | Telephone No. of the firm | |
| 07. | Fax No. | |
| 08. | Mobile No. | |
| 09. | E-mail ID | |
| 09. | Organizational structure with name and designation | |

SIGNATURE OF THE TENDERER WITH SEAL

CHECK LIST

| Sl. No. | Particulars | Enclosed (Yes / No) | Document No | Page No |
|----------------|---|----------------------------|--------------------|----------------|
| 01. | Signed Tender Document along with all supporting documents | | | |
| 02. | Company Registration No. (Proof of registration shall be enclosed) | | | |
| 03. | Earnest Money Deposit (EMD) @ Rs. 25,298/- | | | |
| 04. | GSTIN Registration Document | | | |
| 05. | PAN Card | | | |
| 06. | Annual Turnover Certificate for last 3 years certified by practising chartered accountant | | | |
| 07. | Income Tax Returns Certificates for Last 3 years | | | |
| 08. | Experience Certificates in line with tender eligibility conditions Note: Work order & Job Completion certificates to be submitted as a proof of document | | | |
| 09. | Valid Indian Bankers Association (IBA) certificate | | | |
| 10. | Registration Copy of minimum 2 Nos. of Self-owned Trailers having capacity not less than 22 MT. | | | |
| 11. | Certification on letter head regarding black listing / Hold in other BHEL units | | | |
| 12. | Submission of Affidavit cum undertaking reg. Group concerns etc., | | | |

SIGNATURE OF THE TENDERER WITH SEAL

Certificate by Chartered Accountant on letter head

This is to certify that M/s.
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part-II)Dated:
....., Category: (Micro / Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs.....Lakh
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lakh

(Strike off whichever is not applicable)

The above investment of Rs.....Lakh is within permissible limit of Rs.....Lakh forMicro / Small Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

| | | |
|----|--|--|
| 01 | NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR | |
| 02 | VENDOR CODE ASSIGNED BY BHEL,HPVP LTD | |

DETAILS OF BANK ACCOUNT

| | | |
|----|----------------------------|--|
| 03 | NAME & ADDRESS OF THE BANK | |
| 04 | NAME OF THE BRANCH | |
| 05 | BRANCH CODE | |
| 06 | MICR CODE | |
| 07 | ACCOUNT NUMBER | |
| 08 | TYPE OF ACCOUNT | |
| 09 | BENEFICIARY'S NAME | |
| 10 | IFSC CODE OF THE BRANCH | |
| 11 | EMAIL ID | |
| 12 | TELEPHONE / MOBILE NUMBER | |

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal
Operating the contract / Services

PROCEDURE FOR GST PAYMENT

1. Availing Input Tax Credit (ITC) by BHEL:

- 1.1 GST portion of invoice shall be released only upon :-
 - 1.1.1 Contractor declaring such invoice in his GSTR-1.
 - 1.1.2 Receipt of goods and tax invoice by BHEL.
 - 1.1.3 Confirmation of payment of GST thereon by contractor on GSTIN portal.
- 1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.3 Further, incase contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:
 - 1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20th Oct)
 - 1.4.2 Date of filing of Annual Return (Due date- 31st Dec)

2. Reverse Charge Mechanism (RCM):

- 2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.
- 2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.
- 2.3 In respect services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
- 2.4 Such reverse charge shall be applicable in respect of category of goods/ services.
- 2.5 Keeping in view the requirements of relevant provisions in GST, where in any GST liability arising on BHEL under reverse charge before actual receipt of goods and/ or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

PART – II

(PRICE BID)

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012

NAME OF WORK: Point to Point contract for Transportation of Non - ODC Consignments to BTPS, Bhadradi, TSGENCO, Telangana from M/s. BHEL– HPVP, Visakhapatnam works by road using suitable vehicles.

Tender Enquiry No: OPS/OS/WS/2017-18/84/099, Date: 23.12.2017

NOTES:

- 1) Tenderers are advised to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated below is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 3) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work except the Diesel Price Variation Clause as per clause 2 of Annexure – I.
- 4) **L1 shall be evaluated based on quoted total price against each item.** BHEL-HPVP reserves the right to conduct negotiation with the L1 bidder or go for Reverse Auction.
- 5) **LOAD DISTRIBUTION**

Total quantity (41 Nos.) shall be distributed among 3 vendors i.e. L1 bidder and next two lowest bidders accepting the counter offered L1 / negotiated L1 rates in the ratio of 21:14:6. If L1 rates are not accepted by any one, total 100% load will be given to L1 bidder.

If rates are identical, Indian Banks Association (IBA) seniority will be followed to arrive ranking. This ranking will be applicable for load allocation and other purposes.
- 6) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by BHEL.
- 7) Tenderer should quote the rates and the amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- 8) The tenderer must quote transit time while submitting their offer.

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

NAME OF WORK: Point to Point contract for Transportation of Non - ODC Consignments to BTPS, Bhadradi, TSGENCO, Telangana from M/s. BHEL- HPVP, Visakhapatnam works by road using suitable vehicles.

Tender Enquiry No: OPS/OS/WS/2017-18/84/099, Date: 23.12.2017

Schedule of Quantities & Rates (SOQR)

| Sl. No. | Description | Dimensions/ Approx. weight | Type of Vehicle | No. of Vehicles Required | Unit Rate per Vehicle (in Rs.) | Total Amount (in Rs.) |
|---------|-------------|--|--------------------------|--------------------------------|--------------------------------------|--------------------------|
| 1. | Type - 1 | Length: 12000 mm Width: 2800 mm Height: 3000 mm Weight : 22 MT per vehicle | Suitable HB 8 Trailer | 41 Nos. | | |
| | | Total Amount (in Rs.) | | | | |

Total Amount in Words:

Transit Time in Days:

Reverse Transportation (if required) with above rate is acceptable: Yes / No

Note:

- a. The Carriers are requested to quote price per vehicle as well as total amount.
- b. **Carriers shall quote Transit time in days excluding Booking day and Delivery day.**

SIGNATURE OF THE TENDERER WITH SEAL