



**BHARAT HEAVY ELECTRICALS LTD**  
Industrial Valves Plant, Goindwal  
**WCM Department**

**Notice Inviting Tender**

1	Name of Work	Transport rate contract for consignments upto 35 MT through Mechanical trailers from anywhere to anywhere in India.
2	Location of Work	BHEL IVP Goindwal
3	Type of Tender Enquiry	Open
4	Type of Contract	Service
5	Enquiry Number	WC-01
6	Enquiry Date	20-May-2020
7	Estimated Value of work	Rs. 236.80 lakhs
8	Earnest Money Deposit (EMD)	Rs. 2.2 Lakhs
9	Security Deposit	5% of Final Contract Value.
10	BHEL IVP EFT Details	Punjab National Bank, Goindwal IFSC CODE: PUNB0193200, Account Number: 1932009300002270
11	Last Date for Submission of offer	12-June-2020 1400 Hrs
12	Techno-Commercial Bid Opening Date	12-June-2020 1530 Hrs
13	Tender To be sent to	<a href="mailto:tenderwcm-ivp@bhel.in">tenderwcm-ivp@bhel.in</a> or contact details
14	Tender Document Details	<ul style="list-style-type: none"><li>• Notice Inviting Tender – 2 pages.</li><li>• Part-1: Techno-commercial bid:<ul style="list-style-type: none"><li>○ Pre-Qualification Terms – 2 pages</li><li>○ Vendor Information Format – 1 page</li><li>○ Annexure A,B,C,D,E,G – 28 pages</li><li>○ General Instructions to Bidders – 3 pages</li><li>○ General Conditions of contract – 11 pages</li></ul></li><li>• Part-2: Price Bid<ul style="list-style-type: none"><li>○ Annexure F – 3 pages.</li></ul></li></ul>
15	Contact Details	<b>Address:</b> BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran, Punjab PIN- 143422. <b>Contact Person:</b> <b>Sh. Kamal Jeet Singh</b> Dy. Manager/ WCM, MM <a href="mailto:kjs@bhel.in">kjs@bhel.in</a> , Phone- 01859-224630 07814855522 <b>OR</b> <b>Sh. Sumeet Bansal</b> Sr. Manager/MM <a href="mailto:sbansal@bhel.in">sbansal@bhel.in</a> , Phone- 01859-224628 09878006105



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Tender for above mentioned work should be submitted in a sealed cover consisting of three inner sealed covers. First cover shall contain proof of EMD (*only if EMD is applicable*), second cover shall contain Part-1: Techno-commercial offer and third cover shall contain Part-2: Price bid. All superscripting the name of work, enquiry number and enquiry due date.

- (*clause valid only if EMD is applicable*) EMD cover shall contain proof of payment of requisite EMD & Tender document cost via **Electronic Fund Transfer** credited in BHEL account. EMD can also be submitted as per modes of deposit specified in clause 9 of General conditions of contract (GCC). **EMD in any other form will not be accepted.**
- However, Micro and Small Enterprises (MSEs) are exempted from paying EMD. In case of MSE, bidder is to submit required documents satisfying MSE criteria.
- Techno-commercial offer cover shall contain all documents duly filled and signed by the tenderer in all the pages with documentary evidences for qualifying criteria such as experience, value of work executed in the similar nature of work etc.
- The price bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items given in the price bid.

The completed techno-commercial bid and price bid along with requisite **EMD (only if EMD is applicable)**, for this work shall reach the office of the undersigned on or before "*Last Date for Submission of offer*" as specified above. In case of offer submission by email above procedure shall not be applicable and all documents needs to be sent on email before due date and time.

The Techno-commercial offer will be opened on the same day at above specified time. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / Your authorized representative may participate in the tender opening. Clarification if any, can be obtained from the undersigned.

Any conditions mentioned in annexures A to G will supersede the general conditions of contract, if contradictory.

Thanking you,

Yours faithfully,  
For Bharat Heavy Electricals  
Limited,

Dy. Manager/WCM & MM  
BHEL IVP Goindwal.



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**PREQUALIFICATION TERMS**

a. **OWNERSHIP OF THE COMPANY:**

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

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

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

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

c. **FINANCIAL REQUIREMENTS:**

- a. Annual Turnover (in Rs. Lakhs) – PFY(Y2018-19), PFY-1 (Y2017-18) & PFY-2 (Y2016-17).
- b. Turnover on account of revenue generated through freight & other transport related activity only. *(Minimum Required is the average of last 3 financial years of the bidder should be more than **Rs. 75 Lakhs** – PFY, PFY-1 & PFY-2)*
- c. Profit / Loss (Rs. Lacs)–PFY, PFY-1 & PFY-2(Profit in at least one year during last three FY)
- d. Income Tax Returns (ITRs) *(Copy of acknowledgement for filling ITRs to be enclosed)* – for last three years
- e. Net Worth as on last date of previous financial year (PFY)
- f. IBA Recommendation *(Copy of IBA Recommendation, valid as on the date of tender issued)*
- g. Banker's Solvency Certificate *(for a minimum of ₹ 100 Lacs) Certificate should be issued not more than 6 months before the date of enquiry.*

d. **BRANCH OFFICES REQUIREMENT:**

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

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

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



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Serial No.	State	Branch Address	Contact person	Phone/Mobile Number	E-Mail Address
1.	Uttar Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx. xx
2.	Bihar	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx. xx

For A1 Category only, in addition to above Branch Offices requirements, Bidder should have 25 other branches also in India. For A1 category, the bidder must have at least one godown within 70 KM from BHEL Goindwal Sahib. Ownership/leasing/hiring agreement along with area/ layout drawing are to be submitted by bidder. Bidder should ensure to deliver incoming goods to BHEL within 2 days of the presentation of LR.

**e. Earnest Money Deposit (EMD):-**

Bidder has to submit EMD of 2.20 Lacs as per details given in General Terms.



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<b>Vendor Information Format</b>		
<b>SL No</b>	<b>Description</b>	<b>Details</b>
1	Name of Company / Firm	
2	Status of the Company / Firm * (Relevant documents must be enclosed) (Tick the relevant option)	( ) Public Limited; ( ) Private Limited ( ) Partnership Firm; ( ) Single Ownership
3	Name of Owner / Partner of Firm	
4	Address for Correspondence	
5	Contact Person Name And number	
6	Alternate Contact Number	
7	Email id (Can be provided more than one)	
8	PF Registration No. (if any)	
9	ESI Registration No. (if any)	
10	GST Registration No. (if any)	
11	Labor License No. (if any)	

**Declarations by Vendor:**

1. I/We have read and understand all terms and conditions of the tender and agree to abide by the same.
2. I/We confirm that we have read all corrigendums issued for this tender and accept the same.
3. I/We hereby declare that I/we have not been Banned/Suspended/Blacklisted or de-listed by any PSU/Government Department/ Financial Institution / Court and no case is pending with the police / court against our firm/partner or the company.

(Signature and Seal)  
Authorized Signatory

## ANNEXURE-A

### 1. TENDER DOCUMENTS

Tender documents comprising of Pre-qualification terms, Vendor Information format, Annexure A, B, C, D, E, F, G, General Instructions and general contract conditions shall form part of the contract between transporter & BHEL. Relevant documents related to Pre-qualification terms, Vendor Information format, Annexure A, B, C, D, E, G, acceptance to general instructions and general contract conditions shall be put in second envelope and shall be marked as **Part-II, Technical Bid**.

### 2. QUOTING OF RATES

- I. Rates should be quoted in Annexure-F on Rs. Per Metric Tonne per Kilometer basis. The rates should be quoted only in the annexure attached. This Annexure shall be put in third envelope and shall be marked as **Part-III, Price Bid**.

Bidder can quote for single categories or combination of categories (07 categories as mentioned below). Further, to be eligible for any combination the bidder has to quote rates for all groups under that particular category, otherwise his offer for that combination will be incomplete and rejected.

Bidder has to quote as per following combinations.

Smalls:

*Combination No. 1 – Cat. A1 = S1, S2, S3, S4*

Truck:

*Combination No. 2 – Cat. A2 = M1, M2, M3, M4*

*Combination No. 3 – Cat. A3 = M5, M6, M7, M8*

*Combination No. 4 – Cat. D = M9, M10, M11, M12*

Trailer:

*Combination No. 5 – Cat. C1 = M13, M14, M15, M16*

*Combination No. 6 – Cat. C2 = M17, M18, M19, M20*

*Combination No. 7 – Cat. C3 = M21, M22, M23, M24*

For example, if bidder is quoting for A2 category then he must quote for all four groups of that category i.e *M1, M2, M3, M4*.

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

- II. While quoting the rates, bidder are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation (if any) during the operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the contract.
- III. GST Tax Type

Transporter to mention whether GST shall be paid under forward or reverse mechanism	
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- N. Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.
- V. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY within Punjab. But he shall ensure that his representative is available at BHEL at time of booking.

**VI. BHEL RESERVES THE RIGHT**

- a. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- b. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- c. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- d. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- e. 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.
- f. Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

**VII**

**a. EVALUATION OF BIDS:**

- Evaluation of L1 bidder for a particular category shall be on the basis of combination of groups as follows: -

Combination No. 1 – Cat. A1 = S1, S2, S3, S4

Combination No. 2 – Cat. A2 = M1, M2, M3, M4

Combination No. 3 – Cat. A3 = M5, M6, M7, M8

Combination No. 4 – Cat. D = M9, M10, M11, M12

Combination No. 5 – Cat. C1 = M13, M14, M15, M16

Combination No. 6 – Cat. C2 = M17, M18, M19, M20

Combination No. 7 – Cat. C3 = M21, M22, M23, M24

To be eligible for any combination the bidder has to quote rates for all groups under that category. The bill of quantity in "MT - KM" Category-wise is mentioned in the Annexure-F of Tender. "Total quoted freight value" of all categories shall be calculated by Sum of Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT – KM) of all distance slabs of particular category, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards. For A1 category, rate for door delivery/ collection quoted by the bidder will be multiplied by the corresponding BoQ (no. of GRs) and this product shall be added to the sum as calculated above and the total of both these values shall form the basis of determining the status

**Example 1:-**

Sl.	Group No.	Distances	BoQ (MT-KM)	Bidder 'X'		Bidder 'Y'	
				Quoted Rate, Rs/MT/KM	Value at quoted rates	Quoted Rate, Rs/MT/KM	Value at quoted rates
1	S1	Up to 500 kms	10	<b>1.2</b>	12	1	10
2	S2	501 - 1000 kms	15	<b>1.5</b>	22.5	1.3	19.5
3	S3	1001 - 1500 kms	20	<b>1.8</b>	36	1.9	38
4	S4	Above 1501 kms	25	<b>2</b>	50	2.5	62.5
Total					<b>120.5</b>		130

Bidder 'X' is L1 for A1 category in above example. Bidder 'Y' is L2.

- In case of a tie in the position/ranking, the audited turnover of the last completed financial year as specified in the tender shall be the basis for the deciding the ranking/position. The bidder having the higher turnover shall be positioned/ranked better. **Example:** If two bidders A & B are tied at the L3 position & B has the higher turnover. Then, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.

**b. Counter offer**

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

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

- For each category, 75% (rounded off to next whole number) of techno-commercially qualified bidders or TEN number of transporters, whichever is less, shall be required for Rate Contract.
- However, for Category – D, only two transporters shall be required.
- Business distribution shall be based on the weighted % on reverse order of total number of transporters accepting the price.

Bidder Position/Ranking	% Business	
L1	10 / (1+2+3+...+10)	18%
L2	9 / (1+2+3+...+10)	16%
L3	8 / (1+2+3+...+10)	15%
L4	7 / (1+2+3+...+10)	13%
L5	6 / (1+2+3+...+10)	11%
L6	5 / (1+2+3+...+10)	9%
L7	4 / (1+2+3+...+10)	7%
L8	3 / (1+2+3+...+10)	5%
L9	2 / (1+2+3+...+10)	4%
L10	1 / (1+2+3+...+10)	2%

**Sample Calculations:**

Assuming number of bidders to be 5.	
Bidder Position/Ranking	% Business
L1	5 / (1+2+3+4+5) = 33%
L2	4 / (1+2+3+4+5) = 27%
L3	3 / (1+2+3+4+5) = 20%
L4	2 / (1+2+3+4+5) = 13%
L5	1 / (1+2+3+4+5) = 7%
Total	100%

- In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters. If no bidder (other than L1 bidder) accepts the counter offer, the L1 bidder has to accept and execute the contract.
- Above % of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.

**d. CONTRACT AGREEMENT**

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

compliance of the Contract.

#### **4. DETAILS OF CATEGORIES:**

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

##### **4.1 A1 Category (Smalls) – GROUPS S1 to S4**

Small Consignments having weight up to 5.5MT, from anywhere to anywhere in India through mechanical trucks.

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	<b>A1 Category</b> Small consignments up to 5.5 MT through Trucks	S1	Up to 500 kms	0.02
2		S	501 - 1000 kms	0.40
3		S3	1001 - 1500 kms	1.30
4		S4	Above 1501 kms	8.08

##### **Door Delivery/Door Collection Charges for A1 Category:**

Sl.	Door Delivery & Door Collection Charges	1	2	3
		Bill of Quantity (No. of GR)	Rate Rs. per GR	Value in Rs.Lacs (Col. 1 x Col. 2)
1	Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	195		

##### **4.2 A2 Category (Truck) - GROUPS M1 to M4**

Consignments having weight up to 7MT, from anywhere to anywhere in India through mechanical closed body trucks.

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	<b>A2 Category</b> Consignments above 5.5 MT up to 7MT through Trucks	M1	Up to 500 kms	0.02
2		M2	501 - 1000 kms	0.16
3		M3	1001 - 1500 kms	0.42
4		M4	Above 1501 kms	2.91

##### **4.3 A3 Category (Taurus) – GROUPS M5 to M8**

Consignments having weight 7MT to 15MT, from anywhere to anywhere in India through mechanical closed body trucks

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	<b>A3 Category</b> Consignments above 7MT to 15MT through Trucks	M5	Up to 500 kms	0.06
2		M6	501 - 1000 kms	0.97
3		M7	1001 - 1500 kms	2.23
4		M8	Above 1501 kms	14.30

#### 4.4 D Category – GROUPS M9 to M12

Urgent Consignments having weight up to 5MT (Mini Truck Load), from anywhere to anywhere in India through mechanical trucks

Sl.	Description	Group No.	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	<b>D Category (URGENT)</b> Mini Truck Load up to 5 MT	M9	Up to 500 kms	0.02
2		M10	501 - 1000 kms	0.04
3		M11	1001 - 1500 kms	0.08
4		M12	Above 1501 kms	0.16

#### 4.5 TRAILER CATEGORIES (C1, C2 & C3) - GROUPS M13 to M24

From anywhere to anywhere in India through suitable mechanical trailers.

Sl.	Category	Weight	Group	Distance	Bill of Qty (In MT x KM lacs)
1	C1	Above 15MT – 21MT	M13	Up to 500 km	0.06
2			M14	501-1000 km	0.46
3			M15	1001-1500 km	0.31
4			M16	Above 1500 km	23.37
5	C2	Above 21MT – 27MT	M17	Up to 500 km	0.08
6			M18	501-1000 km	0.29
7			M19	1001-1500 km	0.32
8			M20	Above 1500 km	13.67
9	C3	Above 27MT – 35MT	M21	Up to 500 km	0.10
10			M22	501-1000 km	0.38
11			M23	1001-1500 km	0.35
12			M24	Above 1500 km	4.84

## VII SECURITY DEPOSIT CLAUSE:

- a. The total amount of Security Deposit will be 5% of the contract value.

## 5. POWER OF ATTORNEY

- a. The tender documents should be signed by authorized signatory. 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.
- b. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
- c. **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.

## ANNEXURE-B

- i. The Transporter shall give a periodic statement at least once in two months to concern Incharge of Stores-Shipping to take instructions, guidance and orders for all the routine works for which written orders may not necessarily and ordinarily be given. For carrying out the above works successfully, it shall be obligatory on the part of the transporter to depute a Branch Manager once a week at IVP Goindwal who should keep day-to-day liaison with the Stores-Shipping.
- ii. Transporter shall give a periodic statement once in a month to Incharge (Stores- Shipping) regarding the status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments lying pending with transporter for delivery.
- iii. Transporter shall give a half yearly statement at the end of September and March of every financial year to BHEL regarding pending payments due to him from BHEL.
- iv. For sorting out operational and other problems between BHEL & transporter the transporter's representative will be in contact with BHEL Executive.

### **2. BOOKING OF CONSIGNMENTS**

- i. Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type, carry either a packing slip fixed on outside the package or paint-written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station.
- ii. Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / e-way bill and wherever applicable second copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.
- iv. All dispatches to BHEL Goindwal, must be door delivered at Main Stores, BHEL, Goindwal. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for smalls only. Transporters shall collect and deliver the consignments from BHEL sites / suppliers or other notified places without any extra charges in respect of full loads or under loads. However, door delivery / collection charges shall be paid wherever applicable for smalls as per terms. The door collection and delivery charges in case booking at BHEL site/supplier shall be same in this case also.
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.
- vii. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.
- viii. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transport However, state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.
- ix. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.

- x. Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.
- xi. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.
- (i) Reference of BHEL Goindwal Invoice number / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
  - (ii) Weight & No of the packing cases OR liquid quantity in KL (iii) Registration No of the vehicle
  - (iv) Name & address of the consignor with specific destination
  - (v) Reference to RDA issued by ROD, Mumbai Office (for dispatches from anywhere in Mumbai or from any port of India)
- Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.
- xii. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites. Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.
- xiii. All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period because of non- compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.
- xiv. Transporter shall not auction any material belonging to BHEL where customer / supplier has defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.
- xv. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation already in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this contract.
- xvi. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

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

- i. The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER / VENDOR / SUB-CONTRACTOR (as the case may be) shall arrange insurance of the consignment. But, that will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods to destination and of his liability either direct or consequential thereof including legal complications, if any. The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.
- ii. The weight, measurement and description of Goods/Materials mentioned in the Challans / Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be

assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).

- iii. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- iv. In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- v. Further, in case of accident the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:

1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7. FIR Copy, 8. Any other documents as required by Insurance Agency.

- vi. Freight charges for consignments acknowledged on delivery under damage / shortage / discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer.
- vii. In case, where the damage / loss due to wilful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- viii. In cases of damaged or open delivery or shortages, freight amount of the consignment shall be payable only after assessment / adjustment of loss from freight.
- ix. However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- x. In case transporter fails to pay the recoverable amount, necessary action in the Court of law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- xi. Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- xii. However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- xiii. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- xiv. If damaged consignment is received, transporter shall have to furnish/submit following documents for raising & subsequent admittance of insurance claim :
  - a) Permanent registration(R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).
  - b) Valid driving licence of driver for relevant category(for ensuring that authorised person was only driving the vehicle).
  - c) Damage/shortage certificate certifying that material has been damaged/shortage in transit.In case transporter fails to furnish the above documents & insurance claim is rejected due to same, the loss to BHEL shall be recovered from transporter.

#### 4. **VARIATION IN WEIGHMENT OF SCRAP**

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

#### 5. **FREIGHT PAYMENTS**

- i. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in

the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration Number(s) and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure-D. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. However, endorsement of vehicle No in A1 category on GR both for incoming and outgoing will not be insisted.

- ii. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor's copy) forms in following manner:-

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

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

- i) "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, or
- ii) "To be billed/Prepaid" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Goindwal and production of documentary evidence in support thereof.

- iv. All freight payments for (a) incoming consignments to Goindwal and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at BHEL Goindwal..

- v. For Outgoing consignments despatched from BHEL goindwal under 'To be Billed/Prepaid category, payment will be made at BHEL Goindwal only after submission of acknowledgement from site/customer in the prescribed manner.

- vi. All freight payment will be made through e- payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

- vii. Payment of freight bills shall normally be made within 30 days of presentation of the bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in Performa attached at Annexure-D.

- viii. All Freight Bills must be submitted within 6 months of expiry of Bank Guarantee, so that these can be processed by BHEL, beyond which no further claim will be entertained.

- ix. The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Goindwal due to any default of transporter under GST, such implication shall be to transporter's account. The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid. The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid. As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt for GST rate without input tax credit to GTA (presently 5%) or GST rate with input tax credit to GTA payable under forward charge by GTA (presently 12%). The bidder shall clearly provide option opted and the same shall be valid for the said financial year.

- x. If any vehicle is placed after giving requisition and vehicle is not utilized due to any reason not attributable to transporter, then payment of freight charges shall be made to transporter for minimum 200 km for trailer category and minimum 100 Kms for Truck category (Except A1 category) at the rate applicable for such category and distance slab. Approval from AGM (Commercial/ Spares) shall be required for returning the unutilized vehicle.

## 6. PROHIBITION OF SUB-LETTING

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

## 7. TENURE, EXTENSION & TERMINATION OF CONTRACT

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of One (1)

year from the effective date of award of Contract/LOI. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.

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

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

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

Sl.	Vehicle Type	Free time for placement (working days)	Penalty (In Rs)
<b>A. At BHEL Goindwal</b>			
1	For Smalls (A1)	7	100/- per GR per day
2	For Trucks (A2 & A3)	1	1500/- per day per truck
3	For Trailers	2	2500/- per day per trailer
4	For Urgent Category - D	Within same day or max. 24 hours.	2500/- per day per truck
<b>B. At other stations</b>			
1	For Smalls (A1)	10	100/- per GR per day
2	For Trucks (A2 & A3)	5	1500/- per day per truck
3	For Trailers	5	2500/- per day per trailer
4	For Urgent Category - D	Within same day or max. 24 hours.	2500/- per day per truck

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

- iii. However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight.
- iv. In case BHEL demands placement of vehicles even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- v. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would

be recoverable from the transporters.

- vi. No late placement penalty to be levied on Sundays/ Holidays (BHEL Goindwal). If maximum allowable period falls on Sunday/ Holiday, then that Sunday/ Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.

#### **NON-PLACEMENT / REFUSAL**

- vii. If any transporter after allotment of a work of transportation, refuses to book the consignment or does not respond within the time or responds negatively, a penalty amount equivalent to 10% of freight (Basic freight + variation in fuel + ODC charges, if any) shall be levied on defaulter transporter. However, in case of D Category, a penalty amount equivalent to 30% of freight (Basic freight including variation in fuel) shall be levied on defaulter transporter (i.e. original allottee). BHEL may allot this work to any other transporter approved in that category and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive. Procedure for second allotment shall be as follows:-
  1. BHEL will email to all other active transporters in that category simultaneously.
  2. Based on reply received from these transporters within specified time, the work shall be allotted to the transporter having maximum deviation from awarded load percentage. In case of two transporters having same deviation, lottery system will be used to select the transporter. In case no transporter agrees to book the consignment, risk purchase clause shall be resorted to and additional expenditure (including consequential cost, if any) will be recovered from original allottee only. In situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause.
- viii. BHEL may allot this work to any other transporter approved in that group at the behest of BHEL and half of penalty amount levied on defaulter shall be paid to the transporter completing that work, as an incentive.
- ix. In the event of 4 such instances consecutively or 8 such instances in totality, Security Deposit of defaulting transporter may be forfeited and contract may be cancelled.
- x. In the event of refusal or failure of transporter to book the consignments offered to them, in addition to above penalty, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, on Risk and Cost to defaulting transporter under 'Risk Purchase' clause.
- xi. Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

#### **9. INDEMNITY**

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

## ANNEXURE-C

### SPECIAL TERMS AND CONDITIONS

#### 1. DIMENSIONAL DEFINITIONS OF CATEGORY-A1, A2 & A3:-

##### 1.1 CATEGORY A1: A1 (treated as 'Smalls') covers following consignments:

Weight up to : 5.5 MT

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

The payment of freight will be computed at the rates applicable for A1 category.

##### 1.2 CATEGORY A2: A2 covers following consignments:

Weight up to : 7 MT

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

(a) Capacity of truck under A2 will be 7 MT. Freight payment will be made for 7 MT.

(b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 5.5MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).

(c) In case the gross weight of consignment(s) is more than 7 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.

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

##### 1.3 ODC CHARGES (COMMON FOR A1 AND A2):

(a) Packages having height from **2.05m to 2.50m** will also be covered under category A1 & A2 as ODCs.

(b) On account of height ODC, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.

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

##### 1.4 CATEGORY A3: A3 covers following consignments:

Weight up to : 15 MT

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

(a) Payment will be made for 15 MT.

(b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 11MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).

(c) In case the gross weight of consignment(s) is more than 15 MT and loading capacity of vehicle is equal to or higher than actual weight, payment will be made on actual weight. Transporter will have to submit self-attested copy of RC of the vehicle.

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

##### ODC CHARGES (A3):

(a) Packages having height from **2.05m to 2.50m** will also be covered under category A3 as ODCs.

(b) On account of ODCs, 10% of basic freight payable (including diesel escalation/de-escalation charges), will be paid in addition to normal freight.

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

#### 2. DIMENSIONAL DEFINITIONS OF TRAILER CATEGORIES:

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

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

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

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

For weight consideration following will be applicable.

#### **CATEGORY C1:**

Qualification of packages for C1 category-

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

Payment for C1-

- (a) Payment will be made for 21 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) If the gross weight or volumetric weight of all consignments (whichever is higher) is greater than or equal to 17MT, it will be treated as "Full Load". Else, it will be treated as "Under load" and may be dispatched in case of urgency / need with the prior permission of competent authority of BHEL (not below the rank of DGM).
- (c) In case the gross weight of consignment(s) is more than 21 MT and up to 35MT, payment will be made on actual weight. Only if Loading Capacity of Vehicle is equal to or higher than actual weight.

#### **CATEGORY C2:**

Qualification of packages for C2 category-

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

Payment for C2-

- (a) Payment will be made for 27 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) In case the gross weight of consignment(s) is more than 27 MT and up to 35MT, payment will be made on actual weight. Only if Loading Capacity of Vehicle is equal to or higher than actual weight.

#### **CATEGORY C3:**

Qualification of packages for C3 category-

- (a) Single package having gross weight above 27MT and up to 35MT.
- (b) Multiple packages having total gross weight above 27MT and up to 35MT. At least one C3 category package (by weight) should be present.

Payment for C3-

- (a) Payment will be made for 35 MT or the Loading Capacity of Vehicle, whichever is lower. Loading Capacity of Vehicle (As per RC of vehicle) to be verified before loading of vehicle.
- (b) Proportionate Payment on actual weight will be made in cases where actual weight comes out to be more than 35MT.

3. **PAYMENT OF ODC CHARGES IN MECHANICAL TRAILER CATEGORIES:-**

For C1, C2 & C3 trailers Consignment falling under trailer category, with length above 1220 cms and upto 1750 cms or width above 260 cms and upto 550 cms or height above 250 cms and upto 350 cms will be treated as extra-large consignments.

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

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

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

This category of consignments is for prompt delivery within the stipulated short period. Consignments weighing up to 5000 Kgs with dimensions up to 396 cms in length, 180 cms in width and 200 cms in height are treated as Mini Truck/ Van loads.

Minimum chargeable weight for mini truck load will be 5.0 Tonnes. In case the gross weight of consignments is more than 5 MT the payment will be made for actual weight if vehicle is of higher capacity and payment will be made within loading capacity of the vehicle. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self-attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. Transportation of consignments by mini truck is to be resorted to only in case of urgency with prior approval of BHEL.

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

5. **Important Note:**

a) In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by

BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.

b) Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.

c) In order to make optimum use of loading capacity of vehicles for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.

## 6. RUNNING TIME AND PENALTY ON LATE DELIVERY:

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

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

Sl.	Category Description	Average Running Time
1.	Mini Truck/Full truck loads	300 Kms/day
2.	Trailer consignments upto 35MT	175 Kms/day
3.	ODC consignments having length above 14 Mtr. and upto 15.5 Mtr. or width above 3.5 Mtr and upto 4.5 Mtr. or height above 3 Mtr and upto 3.5 Mtr.	100 Kms/day
4.	Any ODC consignment having length & height beyond the dimension mentioned in point (3) or width above 4.5 Mtr and up to 5.25 Mtr.	90 Kms/day
5.	Any ODC consignment having width beyond the dimension mentioned in point (4)	80 Kms/day
6.	Trailer with empty container (only for R2,R3&R4)	250 Kms/day

(a) If the consignments are not delivered within the normal transit time as above plus 2 days grace time excluding the day of loading and unloading, penalty at the rate of 2/7% of gross freight per day in case of full truck / trailer will be levied on the transporter subject to maximum of 30% of the gross freight.

(b) Where under loads are booked as full load (except in the category of A-1), a higher penalty @ 0.5% per day of the gross freight will be imposed subject to a maximum of 40% of gross freight. Additional time is permitted in circumstances of clause 21 of Annexure-C.

(c) **In case of Category – D, no grace period shall be applicable and if the consignments are not delivered within time, penalty at the rate of Rs. 2000 per day will be levied on the transporter subject to a maximum of 50% of the gross freight.**

6.2 **In normal cases the time allowed for delivery of smalls consignments (i.e. [for A1 category](#)) will be as under** (The day of loading and the day of delivery shall not be considered as part of transit time.):-

- (a) Upto 500 Kms - 7 days
- (b) 501 to 1000 Kms - 12 days
- (c) 1001 to 1500 Kms - 15 days
- (d) 1501 to 2500 Kms - 20 days
- (e) Beyond 2500 Kms - 25 days

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

Note:- 1 For the calculation of late delivery, gross freight shall be considered. Gross freight is the sum of Basic freight, diesel escalation/de-escalation and ODC charges.

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

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

7. **DISTANCE:**

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

7.2 Station to station distances are calculated and approved by the Distance Committee of BHEL and is attached with tender documents.

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

8. **ESCORT/ TRACKING OF VEHICLE**

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

9. **MINIMUM CHARGEABLE WEIGHT**

Minimum chargeable weight allowed will be 60 Kgs.

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

10. **CONSIGNMENT WEIGHT / MEASUREMENTS**

- Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis.
- For consignments, which qualify to be transported in a smaller category vehicle, but instead, a higher category vehicle is provided/ used by transporter on his own choice, the payment shall be made as that for smaller category vehicle only, justifying the weight / dimensions of the consignments transported.
- For dispatches from BHEL Goindwal, of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design / Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done / possible.

- In case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL. In case of HEEP's weigh-bridge, CSX's executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.
- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

#### 11. **DELIVERY & ACKNOWLEDGEMENT**

- It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per Terms & conditions. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignments not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.
- The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
- No other miscellaneous charges will be paid against such consignments.
- In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.
- The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/station. Even in cases where transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at Delhi and in case it exceeds, then Rs.250/- per point extra will be paid over and above the basic freight.
- In case of freight "To Pay" consignments (including those dispatched from BHEL Goindwal) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

#### 12. **DEMURRAGE**

No material belonging to BHEL will be auctioned by transporters where customer has defaulted in taking delivery. The transporter shall store safely all such consignments. The transporter will inform BHEL under Registered Post and ask for instruction in the matter. These cases should be followed up personally by the Local Branch Manager of the transporter. The matter should also

be followed up with the consignee by the transporter. "No demurrage, wharfage, ground rent, godown rent is payable to the transporter under any circumstances for any consignment of BHEL / Supplier anywhere in India. This is applicable for all transporters under BHEL rate contract irrespective of whether one has entered in to contract for one group or more. If transporter's godown or site offices demand demurrage charges from sites / consignee the same will be charge back to the transporters with 50% additional loading on them.

### 13. **FREIGHT RATES**

The freight rates quoted by transporters should be inclusive of all other charges like Hamali charges, Labour charges, Statistical charges, Surcharges, Goods tax etc. and no extra claim whatsoever shall arise on any account over and above accepted rates during the currency of contract will be entertained. However, any taxes / duties other than above if levied by Government shall be paid extra as applicable.

**For Other Categories:** Freight shall be quoted in "Rs per Km per MT". Distance approved by BHEL shall be considered for payment.

### 14. **BULK / VOLUMINOUS CONSIGNMENTS**

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

### 15. **TRANS-SHIPMENT**

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

to BHEL, if any, owing to damage to the consignment due to transshipment shall be recovered from the transporter.

- Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety.

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

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

- **OCTROI CHARGES**

Octroi charges shall be paid initially by the transporter for all the paid (outgoing) and to-pay (incoming) consignments, which will be reimbursed on production of documentary proof (original copy of the octroi receipt) alongwith the freight bills. No charges will be paid by BHEL for detention of vehicles at check posts, except as provided at Clause for "Detention Charges".

- **POWER BLOCK / HEIGHT GAUGE CHARGES**

This shall be applicable for trailer loads with height above 3.5 meter. The power block / height gauge charges at railway crossings shall be paid initially by the transporter.

The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof (original receipt/acknowledgement from Railways) from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. and date of payment against which the charges are paid. Prior information to BHEL for taking power block is required to be given by transporter.

Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of six (6) working days shall be considered at each gate subject to submission of the proof.

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

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

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

18. **DIESEL ESCALATION/DE- ESCALATION CLAUSE**

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

linked to the latest IOCL diesel rate available by 15th July.

- The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (Rate x MT x Kms) due to diesel escalation shall be payable to the transporters.
- The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.
- In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

#### 19. **VEHICLE PLACEMENT SCHEDULE**

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

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

#### 20. **DELIVERY OF DOCUMENTS TO CONSIGNEE**

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

#### 21. **VEHICLE CATEGORISATION**

In case transporter carries higher category consignments in lower category of vehicles, the freight will be calculated as minimum of the freight applicable for the two categories. **It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimensions.**

#### 22. **DETENTION CHARGES**

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

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

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

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

Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL

responsibility. Thus the provision of non-payment of detention charges at Octroi / Naka is not applicable in these cases.

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

**23. HILL AREA FREIGHT**

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

**24. LIFTING OF CONSIGNMENTS**

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

**25. MISCELLANEOUS**

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

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

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

27. As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.

28. Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.

29. However, the transporter will submit the photocopy of material acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not

submitted regularly in time then further FCL will be issued only after submission of acknowledgements instead of at the time of booking.

30. Transporter shall be fully responsible for safe movement of his vehicles, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.
31. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
32. The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
33. Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.
34. **CLUBBING OF MATERIAL**
  - Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No freight payment will be released for such cases.
  - If more than two such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.
35. **SPECIAL CONDITION**

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

Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Cost of rescue operations will be reimbursed to transporter only on and to the extent, the same are paid by the underwriter to BHEL.
37. **RISK PURCHASE:-**
  - In the event of any successful Tenderer, after award of LOI / Contract fail to fulfill any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, including non-lifting of consignments as per contract / Contract agreement, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers.
  - The additional expenditure / difference in cost, if any, shall be recovered from the defaulted Carriers/transporters.
  - The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

Tender No. **XYZ** :

**Annexure-D**  
**Freight Bill Performa**

**TENDER NO. : XYZ**

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

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

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

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

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

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

M/s. Bharat Heavy Electricals Ltd. Goindwal Sahib.

We hereby submit our Bill for Transportation of your goods.

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

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

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

**Signature & Seal of Transporter**

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

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

### **Requirement of RC:**

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

### **The Following Information Should be Incorporated in the Bill:**

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

### **Supporting Documents to be submitted along with the Bill:**

Original GR, Vehicle RC Copy [(Clearly mentioning Load Capacity of Vehicle(self-Attested)], Transshipment Approval (If Applicable), Under Load approval (If Applicable), Delay Approval (If Applicable).

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

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

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

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

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

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

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

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

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

(For endorsement by concerned Commercial Group)

**ANNEXURE-G**

**BANK GUARANTEE BOND**

BG against agreement dated ...../...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/1920-008. In consideration of the Bharat Heavy Electricals Limited, .....Division (hereinafter called 'the Company') having agreed to exempt..... (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. .... made between ..... and ..... for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

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

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



**BHARAT HEAVY ELECTRICALS LTD**  
Industrial Valves Plant, Goindwal  
**WCM Department**

**GENERAL INSTRUCTIONS TO BIDDER**

- 1) The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.
- 2) Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, all Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, specifications and all other documents which form part of the agreement to be entered into.
- 3) While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- 4) While quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 5) Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected:
- 6) 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) 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.
- 8) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point 6 and 7 above.
- 9) 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.
- 10) The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- 11) Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- 12) Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account)
- 13) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 14) If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.



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- 15) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 16) Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.
- 17) Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 18) Submission of Tenders by electronic media like e-mail, Internet, fax etc. is acceptable and will be at the sole risk of the Tenderer. Tenders can be sent to [tenderwcm-ivp@bhel.in](mailto:tenderwcm-ivp@bhel.in). Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- 19) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- 20) Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 21) All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.

**22) Signing the Tender**

- a. All the required documents shall be filled in the same serial order as per the format / column of the "techno-commercial bid". All the pages shall be serially numbered on the right hand side top corner. All the pages of tender documents are to be duly signed and stamped by the bidder.
- b. The Tender shall be signed by the Authorized Signatory Only.

**23) Address for sending the offer:**

- a. The offer should be sent to address as mentioned in Tender Notice well in advance so that it reaches before or on due date and time through registered post or in person.

**24) Date / Time for opening of Tender**

- a. Sealed covers so received will be opened at BHEL IVP Goindwal – **143422** on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorized Representatives who may choose to witness the same.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. The Techno Commercial bids only will be opened.
- d. The Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

**25) Witnessing the Tender opening**

- a. The Bidder or his authorized representative may choose to witness the Tender opening.



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- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

**26) Quoting**

- a. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the period of the Contract.

**27) Participation**

- a. The Parties who have been suspended or black listed or issued with “Show Cause Notice” or invoked risk purchase clause by BHEL IVP Goindwal or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

**28) Validity of Offers:**

- a. The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed.
- b. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.

- 29) After releasing WO, it is assumed that supplier has accepted WO if we do not receive acknowledgement/declination from supplier within 05 days of date of WO.



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**GENERAL CONDITIONS OF CONTRACT (GCC)**

- 1) **DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -
  - a. **"Contract"** means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another. **"Work"** means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
  - b. **"Contractor"** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - c. **"Officer-In charge"** means, the Officer deputed by BHEL, IVP Goindwal, to supervise the work or part of the work.
  - d. **"Approved" and "Directed"** means, the approval or direction of BHEL, IVP Goindwal official, or person deputed by him for the particular purposes.
  - e. **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL)** shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
  - f. **"Contract sum"** means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
  - g. **"Week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week. **"Day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
  - h. **"Working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labor as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2) BHEL reserves the right to negotiate with L1 bidder/s.
- 3) Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- 4) No BHEL employee and their dependents are eligible to submit their offer against this Tender.
- 5) **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 6) **DEVIATIONS:** - The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, IVP Goindwal official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.



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- 7) **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 8) **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.
- 9) **EARNEST MONEY DEPOSIT (EMD to be submitted only if applicable):**
- a. Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, IVP Goindwal in any of the forms mentioned below.
  - b. **Modes of Deposit** - The EMD shall be accepted only in the following forms:
    - i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
    - ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
    - iii. Banker's Cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
    - iv. Fixed Deposit Receipt (FDR) 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)
  - c. In addition to above, the EMD amount in excess of Rs. Two lakh may also 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.
  - d. **Forfeiture of EMD:**
    - i. EMD by the tenderer will be forfeited as per tender documents if
    - ii. After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
    - iii. If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
    - iv. The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
  - e. **General Terms related to EMD:**
    - i. Earnest Money Deposit (EMD) will not carry any interest.
    - ii. Earnest Money Deposit (EMD) of the successful tenderers will be retained as part of Security deposit.
    - iii. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.
- 10) **SECURITY DEPOSIT (SD – to be submitted only if applicable):**
- a. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.
  - b. At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will 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.



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- c. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:
- d. **Modes of Deposit:**
  - i. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - ii. Cash (as permissible under the extant Income Tax Act)
  - iii. Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
  - iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - v. 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)
  - vi. 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)
- e. **General Terms related to SD:**
  - i. The security Deposit will not carry any interest.
  - ii. Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
  - iii. NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
  - iv. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
  - v. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**11) TENDER EVALUATION CRITERIA**

- a. Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- b. Cost evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL").



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- c. In case prices comes out be same for two or more vendors, ranking (L1, L2...) tie shall be broken based on date time of receipt of bid, if there is still a tie revised bids in sealed covers may be invited from tied bidders with specified limits on prices as per context.

**12) COMPLIANCE TO STATUTORY PROVISIONS AND RULES:**

- a. The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- b. The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with all statutory provisions and rules as per applicable laws specifically labor laws such as PF, ESI, Minimum wages Act.
- c. Bids are liable to be rejected if bid prices comes out be lower than minimum prices calculated for the workforce deployment as per above laws.

**13) PAYMENT TERMS: -**

- a. Payment shall be due after 30 days of completion of work and shall be paid within next 15 days' subject to fulfillment of all terms and conditions and receipt of proper invoices.
- b. 100% payment will be made after satisfactory completion of work subject to submission of following documents:
- i. GST Compliant Invoices Verified by BHEL Engineer
  - ii. Test-Certificates, Warranty Certificates as required by contract.
  - iii. Any other relevant document which is required from time to time as per BHEL requirement.
- c. All payments shall be made through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). Necessary details shall be furnished by bidder in BHEL format.
- d. Conditions relating to release of GST portion:

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- i. vendor declaring such invoice in his GSTR-1and
- ii. receipt of goods and Tax invoice by BHEL and
- iii. Confirmation of payment of GST thereon by vendor on GSTN portal.
- iv. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
  - In case 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 vendor along with interest levied / leviable on BHEL.
  - In case vendor 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 vendor/contractor along with interest levied / leviable on BHEL.

**14) INCOME TAX: -**

- a. Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labor for any work as follows:



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- b. Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- c. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

**15) SAFETY CONDITIONS & GUIDELINES**

- a. **The Factories Act, 1948:**
  - i. **Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.
- b. All safety procedures and guidelines as established by applicable laws and framed by BHEL shall mandatorily be followed by all personnel of contractor at BHEL IVP Goindwal.
- c. All PPE/safety equipment etc. shall be provided by contractor to its personnel

**16) NOTICES OF ACCIDENTS**

- a. In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer-in-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.
- b. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

**17) RISK PURCHASE**

- a. In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.
- b. The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

**18) LIQUIDATED DAMAGES (LD) / PENALTY:**

- a. If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b. In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

**19) INDEMNITY:**

- a. 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.
- b. The Contractor 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 Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee 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



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or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.

- c. The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:
- Observance of Labor & Industrial Laws.
  - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
  - Documentary compliance relating to billing.

**20) RIGHTS**

- BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor 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 Contractor shall make good the balance amount by actual payment. In addition, BHEL, IVP Goindwal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors 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.
- The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

21) **PRECAUTIONS AGAINST RISK:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

22) **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:** The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

23) **LAWS GOVERNING THE CONTRACT:** The Contract shall be governed by the Indian Laws for time being in force.

24) **PUBLIC PROCUREMENT POLICY:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the



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respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

**25) CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**

- a. BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.
- b. If the Contractor shall: -
- c. Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, OR
- d. Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. OR
- e. Obtain a Contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

**26) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

- a. BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:
- b. If the Contractor, being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:
- c. Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors OR
- d. being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, OR
- e. Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- f. Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL,IVP Goindwal which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL,IVP Goindwal, or the same shall be recovered from the Contractor by other means.
- g. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and



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plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

**27) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:**

**If the Contractor:**

- a. makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, IVP Goindwal, or his authorized representative;
- b. fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- c. BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, IVP Goindwal official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

**28) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:** Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

**29) SPECIAL POWER TO TERMINATION:** If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the BHEL, IVP Goindwal, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**30) RECOVERY FROM CONTRACTOR:** Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**31) POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**32) PREFERENCES FOR MSE's & Start –ups :**

- a. Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.



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- b. Main points which are mentioned in the above order as applicable to this tender are as follows:
- i. EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
  - c. *"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 -1 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 benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."*
  - d. This EMD Exemption and any other benefit is not applicable for "Work Contracts". Type of Contract is mentioned in NIT.
  - e. The Pre-Qualification terms (if any) shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017 & Office Memorandum issued by DPE vide F. No. DPE/7(04)/2007-Fin dated 24.08.2017 forwarding the clarification issued by Department of Expenditure, Ministry of Finance vide No. F.20-2/2014-PPD(Pt.) dated 27.07.2017 and DO letter vide D.O. No. 12(11)/2017-SI by Secretary DIPP, Ministry of Commerce and Industry. For claiming Start-Up exemption, vendors have to give documentary evidence or undertaking. For Claiming MSE benefits, vendor have to give documentary evidence like NSIC, UAN, etc.
- 33) **SUB-CONTRACT:** The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.
- 34) **FORCE MAJEURE:** If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.
- 35) **DISPUTES:** In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such



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arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

- 36) **JURISDICTION:** The court of the place from where the work order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.
- 37) **CLARIFICATIONS:** The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 38) **BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- 39) **DISCLAIMER CLAUSE (Only for E procurement):** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (Mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 40) **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.
- 41) REVERSE AUCTION**
- BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders 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](http://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](http://www.bhel.com)).



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- 42) **SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS:** BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our [www.bhel.com](http://www.bhel.com).
- 43) **Special terms and conditions shall supersede the GCC, if conflicting.**

**PRICE BID – PART-III  
CATEGORY – A1 (SMALLS)**

**TENDER NO. XYZ**

**SCHEDULE OF RATES**

**Truck Category (A1), Small Consignments having weight up to 5.5MT, from anywhere to anywhere in India**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	A1 category Smalls-upto 5.50 MT	Up to 500 kms	S1	0.02		
2		501 - 1000 kms	S2	0.40		
3		1001 - 1500 kms	S3	1.30		
4		Above 1501 kms	S4	8.08		
Total quoted freight Value in Rs. Lacs						

**Door Delivery/Door Collection Charges for A1 Category:**

Sl.	Door Delivery & Door Collection Charges	1	2	3
		Bill of Quantity (No. of GR)	Rate Rs. per GR	Value in Rs.Lacs (Col. 1 x Col. 2)
1	Door Delivery & Door Collection Charges per GR (For Both Door Collection & Delivery)	195		

**Note:-**

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- Every transporter has to necessarily quote rates for all distance slabs failing which complete offer Bid for this category / combination group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable.

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

**PRICE BID – PART-II****TRUCK CATEGORY – A2, A3 AND D****SCHEDULE OF RATES: TENDER NO. XYZ**

**Truck Category (A2), Consignments having weight up to 7MT, from anywhere to anywhere in India through mechanical closed body trucks.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	A2 category -upto 7MT	Up to 500 kms	M1	0.02		
2		501 - 1000 kms	M2	0.16		
3		1001 - 1500 kms	M3	0.42		
4		Above 1501 kms	M4	2.91		
Total quoted freight Value in Rs. Lacs						

**Truck Category (A3), Consignments having weight 7MT to 15MT, from anywhere to anywhere in India through mechanical closed body trucks.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	A3 category - 7MT to 15MT	Up to 500 kms	M5	0.06		
2		501 - 1000 kms	M6	0.97		
3		1001 - 1500 kms	M7	2.23		
4		Above 1501 kms	M8	14.30		
Total quoted freight Value in Rs. Lacs						

**Category (D), Urgent Consignments having weight up to 5MT (Mini Truck Load), from anywhere to anywhere in India through mechanical trucks.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	D Category (URGENT) Mini Truck Load up to 5 MT	Up to 500 kms	M9	0.02		
2		501 - 1000 kms	M10	0.04		
3		1001 - 1500 kms	M11	0.08		
4		Above 1501 kms	M12	0.16		
Total quoted freight Value in Rs. Lacs						

**Note:-**

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- Every transporter has to necessarily quote rates for all distance slabs failing which complete offer Bid for this category / combination group will be ignored.
- The quantities given above are tentative and may vary. Above rate shall be for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable.

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

**PRICE BID – PART-II**  
**TRAILER CATEGORY – C1, C2 AND C3**

**SCHEDULE OF RATES: TENDER NO. XYZ**

**Trailer Category (C1), Consignments having weight above 15MT to 21MT from anywhere to anywhere in India through suitable mechanical trailers.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	C1 Category Above 15MT – 21MT	Up to 500 kms	M13	0.06		
2		501 - 1000 kms	M14	0.46		
3		1001 - 1500 kms	M15	0.31		
4		Above 1501 kms	M16	23.37		
Total quoted freight Value in Rs. Lacs						

**Trailer Category (C2), Consignments having weight above 21MT to 27MT from anywhere to anywhere in India through suitable mechanical trailers.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	C2 Category Above 21MT – 27MT	Up to 500 kms	M17	0.08		
2		501 - 1000 kms	M18	0.29		
3		1001 - 1500 kms	M19	0.32		
4		Above 1501 kms	M20	13.67		
Total quoted freight Value in Rs. Lacs						

**Trailer Category (C3), Consignments having weight above 27MT to 35MT from anywhere to anywhere in India through suitable mechanical trailers.**

Sl.	Cat. No.	Distance Slabs		1	2	3
				Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	C3 Category Above 27MT – 35MT	Up to 500 kms	M21	0.10		
2		501 - 1000 kms	M22	0.38		
3		1001 - 1500 kms	M23	0.35		
4		Above 1501 kms	M24	4.84		
Total quoted freight Value in Rs. Lacs						

**Note:-**

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- Every transporter has to necessarily quote rates for all distance slabs failing which complete offer Bid for this category / combination group will be ignored.
- The quantities given above are tentative and may vary. Above rate shall be for normal size consignment, for ODC consignments the reimbursement / extra payments shall be as applicable.

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