



SPECIAL CONDITIONS OF CONTRACT

RATE CONTRACT FOR

ALL INDIA ROAD TRANSPORTATION OF CONSIGNMENTS (Above 100 MT to 199 MT)
BY HYDRAULIC TRAILERS

Logistics Department
Bharat Heavy Electricals Limited
BHOPAL



Document No. LGX/RC/SCC/E-00403



E-1.0 PRE- QUALIFICATION REQUIREMENTS (PQR) & ELIGIBILITY CRITERIA

The bidder shall comply with the following requirements and submit all relevant documents to be eligible for this rate contract .This is TWO PART BID TENDER SYSTEM and the bidders are required to submit PQR & EC checklist as per Annexure – A (Technical Bid : PART - I).

Schedule of Rates (Price Bid : PART-II) as per Annexure-B of only those bidders will be opened who meet all the PQR & EC as per the details given below :

E-1.1 Bidder Details as per Format - I, duly filled up and completed in all respect , to be submitted .

E-1.2 IBA recommendation: The bidder to submit copy of IBA (Indian Banker's Association) recommendation , valid on the date of tender opening.

E-1.3 Ownership of vehicles: Bidders are required to submit evidence of ownership of the vehicles offered for this tender . **Registration particulars in the name of the transporter** (Copies of R/c alongwith Gazette Notification of Govt. of India to ascertain no. of axles against chassis number mentioned in the R/c) to be submitted along with the offer for the following minimum no. of vehicles :

Hydraulic trailers

Axles – Minimum 80 Nos.

Pullers – Minimum 6 Nos. (Out of which Min.3 Nos. must be of 400 HP or above)

E-1.4 Average Annual Turnover : The average annual T/O during the last 3 years, ending 31st March 2018 , shall be minimum **Rs.265.80/-Lakhs**. They should have earned profit in at least one year during last three financial years ending 31-03-2018 and should possess positive net worth as on 31-03-2018.

Audited balance sheet / Profit & Loss account for the last three years viz 2015-16 , 2016-17 & 2017-18 to be submitted as evidence. CA certificate must certify the Net Worth of the company as Positive as on 31-03-2018.

E-1.5 Experience: Bidders to submit evidence of having carried out transportation of at least **10 Jobs** above 100 MT for **Min. 500 Kms** of distance in last **three years** till the submission of tender.

Details to be submitted in following format

LR No	Customer	Consignment Weight (MT)	Distance (km)	Delivered on (date)	Customer contact No. and email id

(Copy of work completion certificate from customer OR Acknowledged LRs having all the above details clearly mentioned on it to be submitted as evidence)

E-1.6 Declaration in the form of affidavit : All bidders must confirm , by way of a notarized affidavit cum undertaking executed on a non-judicial stamp paper of Rs. 100/- as per Format - II.



Format –I

Tender Ref.: LGX/RC/E-00403
Bidder Details (To be printed on letterhead)

Name of the Bidder :

Address :

Web Site (if any) :

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1)

(Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1)

(Office2)

Mobile:

Fax :

Details of the Bidder

Type of Company (Ltd./Pvt. Ltd./Partnership/Proprietorship):	
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PAN Card Number:	
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GSTIN No.:	
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SAC Code:	
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GST Rate:	
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Applicable GST:	
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PF Registration Number:	
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IBA Code:	
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IBA recommendation validity up to:	
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No. of Hydraulic Axles owned:	
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No. of Prime Movers/Puller Owned:	
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IF RELATED TO ANY BHEL EMPLOYEE.	
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NAME:	
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STAFF NO.:	
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DESIGNATION:	
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UNIT & DEPARTMENT:	
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RELATIONSHIP:	
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FORMAT-II

AFFIDAVIT-CUM-UNDERTAKING

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

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

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

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

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

2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

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

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

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

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



6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this ___ day
of _____, 20__ at

NOTARY



ANNEXURE-A

PQR & EC (Checklist)

1	Name of the Bidder		
2	IBA recommendation	Validity (Date): _____	Enclose copy as per Cl.No.E-1.2
3	Ownership of vehicles Hydraulic trailers (Axles: Min 80 nos. and Pullers: Min 6, at least 3 nos. of 400 HP or above)	Hydraulic axles: _____ (Nos) Pullers: _____ (Nos) (400 HP or More) _____ (Nos)	Enclose documents as per Cl.No.E-1.3
4	Average annual turnover (Min Rs.265.80/- lakhs)	2015-16 _____ (Rs lakhs) 2016-17 _____ (Rs lakhs) 2017-18 _____ (Rs lakhs) Average _____ (Rs lakhs)	Enclose evidence as per E-1.4
5	Profit in at least one year during last three financial years ending 31-03-2018 Positive net worth as on 31.03.2018 ?	Profit: 2015-16 _____ (Rs lakhs) 2016-17 _____ (Rs lakhs) 2017-18 _____ (Rs lakhs) YES / NO	Enclose evidence as per E-1.4
6	Experience: Min 10 jobs of above 100 MT for Min. 500 KM distance	No. of Jobs _____	Enclose Data and evidence as per E-1.5
7	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per E-1.6
8	Confirmation on General Conditions of Contract and Special Conditions of Contract of this Tender	No deviation allowed. Bidder taking any deviation is likely to be disqualified. (However,in case of deviation , it is to be mentioned explicitly and clearly on a separate sheet)	Confirmation by signing and putting company seal on each & every page of GCC and SCC.



SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TRANSPORTATION OF CONSIGNMENTS BY HYDRAULIC TRAILERS

S-1.0 SCOPE OF CONTRACT

The scope of this rate contract shall cover transportation of transformers and other heavy-lift jobs (including its accessories - if required) accordingly, on hydraulic trailers, deploying different modular axle configurations from BHEL-Bhopal to various places all over India and vice-versa and any point to any point in India, on request of BHEL.

S-1.1 Period of contract will be **ONE YEAR** from the date of award.

S-2.0 CATEGORY OF LOADS

Consignments weighing **Above 100MT to 199MT**

S-2.1 The scope will also cover Loading, Unloading, dragging and placement on plinth wherever and whenever required by BHEL/ its customer / sites.

S-2.2 The consignments covered under the scope for transportation against the rate contract shall be for maximum width of **4500 mm & height of 4200mm** beyond which the consignment will be treated as ODC. The length of the job will not exceed the platform length of the axle combination deployed to suit weight considerations. Should there be such a situation, the pay load for the purpose of computation of freight will be taken as even number of axles deployed to suit the job multiplied by 13.5 MT/ axle. (Considering the safety and stability of consignment, transporters will place minimum 4 axles and then axle modules are to be added in even numbers).

S-2.3 The transporter shall ensure that **the axles only owned by them are mobilized and placed** to lift the consignment to our schedule. In case a transporter fails, BHEL can make alternative arrangement at the risk and cost of the transporter. Hiring of vehicles and services from other transporters/ agencies/ brokers is **not permissible without prior approval** by BHEL

S-2.4 **Mid-way unloading and trans-shipment** in exceptional cases not attributable to transporters e.g. on customer requests, accidents, major breakdown and in similar special circumstances of *force majeure* etc. may be permissible under approval by BHEL. Transporter shall organize such trans-shipments under the presence of their supervisor concerned and shall arrange further dispatch as advised by BHEL, assiduously ensuring safe delivery as per stipulated transit time.

S-2.5 Should BHEL desire the change in destination, after the vehicle has left BHEL premises, the transporter would comply with the requirement on written instruction from BHEL and would divert the consignment from the location at that time to the new destination. Freight in such a case would be computed on the basis of the most feasible route from the point of diversion to the new destination.



S-3.0 LOADING AND UNLOADING CHARGES:

S-3.1 BHEL shall be responsible for loading of all outgoing and unloading of all incoming consignments in its factory premises. (Annexure S1, attached only for reference , is to be filled at the time of loading at BHEL Bhopal only). However, in a situation when unloading or loading is required to be done by the transporter within BHEL factory , then the rates as per S-3.2 below shall be applicable.

S-3.2 If, BHEL requires the transporter that heavy lift outgoing consignments are to be unloaded, dragged and placed on plinth at the project / customer site or if transporter is required to load the incoming consignment at site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's full satisfaction. The charges to that effect shall be paid at the following rates.

<i>Nature of work</i>	<i>Rate in Rs. (Rupees) per piece</i>	<i>Unit</i>
<i>Unloading/loading</i>	750/-	Seven hundred fifty
<i>Dragging to plinth</i>	2500/-	Two thousand five hundred
<i>Placing on plinth</i>	65,000/-	Sixty-five thousands

S-3.3 Payment of freight and unloading charges shall be subject to consignments delivered/ dragged and placed in undamaged condition on submission of duly certified documents thereto.

S-3.4 In case the customer or BHEL representative at site certifies that sleepers have been used by the transporter for placing the consignment at site then an additional sum of Rs 20000/- shall be payable to the transporter.

S-4.0 ODC charges

For ODC consignments (S-2.2), proportionate extra freight in relation to basic non ODC size will be made, but only for one extra over dimensional feature (height or width) whichever is more. No ODC payment shall be allowed for length.

S-5.0 TRANSIT TIME:

S-5.1 Timely delivery is the essence of the contract. The transit time shall be reckoned based upon average run/day as per GCC Cl.No.14.0 & 15.0.

S-5.2 Delivery delays shall result in performance assessment, over and above the penalty leviable as per GCC Cl.No.17.3

S-5.3 Any civil work such as strengthening / building of temporary roads, bridges, culverts etc, as required en-route, shall be the sole responsibility of the transporter. Major expenses for civil work done en-route, if any, shall be considered by BHEL on the merit basis, subject to following provisions :-

S-5.4 Civil work involved en-route (as specifically covered in the detailed Route Survey report submitted prior to loading) shall be considered for payment for the work in terms of applicable CSR to which estimates / offers from PWD / CPWD / Govt. approved agencies be submitted and approval obtained in advance from BHEL.



S-5.5 Payment of such work shall be released only upon submission of all relevant documents, certificates from the competent authorities substantiated with photographs taken before and after the work to the full satisfaction of BHEL.

S-6.0 ROUTE SURVEY & FEASIBILITY STUDY

As per GCC Cl. No. 11.0 & 12.0

The transporter shall ensure the following :

S-6.1 The reasons for not following the most obvious shortest route shall be brought forth with all relevant information regarding the obstructions on the way e.g. river bridges, rail over bridges, tunnels, sharp U-turns etc

S-6.2 The detailed route survey report or route chart for established routes be submitted to BHEL and should contain all important stations, the distance in kM etc. for information. **Route approval** shall be in the purview of LGX and approval shall be done by Logistics (DGM & above) before loading.

S-6.3 In case detailed route survey report for routes other than established ones, is not submitted by the transporter in compliance of S-6.4, BHEL reserves the right to deduct (two) 2% from the freight bill as penalty.

S-6.4 In case the transporter deviates the approved route or there is a damage caused to the consignment attributable to the transporter, BHEL may take appropriate penal action against the transporter which may include termination of the contract with the transporter.

S-7.0 POWER BLOCK / HEIGHT GAUGE CHARGES :-

The power block / height gauge charges at railway crossings shall be paid initially by the transporter.

S-7.1 The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid.

S-7.2 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of at least four (4) **working** days shall be considered at each gate subject to submission of the proof. Additional grace period may be considered if substantiated by documentary evidence and approved by AGM(LGX).

S-8.0 MOBILISATION COST

As per GCC Cl. No. 5.5.6 .



S-9.0 DETENTION CHARGES: AS PER GCC CL. NO. 5.5.7

Vehicle Type	*Free Time			Detention per Day (In Rs)
	Loading Point	En route	Unloading Point	
Hydraulic Trailer (100 MT - 199 MT)	7	7	7	18000

Note: * Free time as defined in GCC Cl No.5.5.7.5

For claiming detention at site the transporter should submit any one of the following supporting document:-

- (a) Acknowledgement from Customer/ Site In charge regarding date of reporting including vehicle No.
- (b) E-Mail/ letter from transporter regarding date and time of reporting with vehicle No. The same will be accepted only on confirmation from customer/ commercial.

S-9.1 In case , BHEL desires to do local shifting of consignments inside BHEL Bhopal factory area , the same shall be carried out by the transporter for which charges as above shall be paid extra , over and above the normal detention charges.(For local shifting if vehicle is detained, on loaded condition, detention shall be allowed from the date of loading of the job till date of unloading of job.)

S-9.2 The period of detention shall be certified by the consignee / Customer / Site In-charge / Product Commercial /concerned RODs / AGM (Logistics). However, Local shifting shall be certified by Respective Product Group.

S-10.0 PENALTY FOR DELAYED PLACEMENT

As per GCC Cl. No.17.1 & 17.2

S-11.0 HILLY REGION CHARGES :

For journey to / from hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur/ Mohand in Uttaranchal and Parwanoo / Kiratpur in Himachal Pradesh), or any other hilly region in any part of the country as identified on case to case with the approval of BHEL, freight will be allowed additional 50% for the hilly area only. Double travel time shall be allowed for the hilly regions.

S-12.0 CHARGES FOR DIFFICULT TERRAINS (NORTH-EASTERN/ODISHA/ CHHATTISGARH ETC.) :

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector), an additional 20% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha State (Entire districts) Chhattisgarh State (only Kanker, Bastar & Surajpur districts) and any other difficult terrains (as notified by BHEL time to time and to be certified by Logistics Head), an additional 20% freight over & above the basic freight for the total journey shall be paid. However, no additional hilly region charges are payable in such cases.

Transit time allowed shall be as per **GCC- Cl. No.14.5** .

S-13.0 VEHICLE MONITORING SYSTEM:

S-13.1 The transporter shall ensure that a GPS based Vehicle Monitoring System shall be installed on the prime movers which shall be accessible to BHEL for monitoring the movement of the vehicle.

S-13.2 Transporters shall ensure that the consignments are tracked continuously and a daily position of the consignment is provided to LGX either through email/ SMS or phone.



S-13.3 Failure on whatsoever reasons, either to ensure uninterrupted reporting (S-13.2) accessible to all concerned and/or to submit the GPS Log sheet to CDC will result in a penalty of (Five) 5% of the freight.

S-14.1 The minimum chargeable distance will be **400 kMs.** (beyond municipal limits)

S-14.2 Freight of essential items, like rollers in case of transformers, which are to be shipped along with the main consignment will be at the rate of the main consignment only.

S-15.0 EVALUATION OF BIDS & AWARD OF WORK

S-15.1 The bill of quantity (BOQ) is given as the business constant in **Schedule of Rates Annexure B.** Transporters are required to quote for all categories, otherwise their tender will not be considered. "Total quoted business value" of all categories shall be calculated by multiplication of rates and business quantity of all categories, followed by summation of such value for all categories, which will be basis for overall unique position of bidders, low to high L1, L2, L3..... onwards. However, the lowest rate in each category (named as Picked-up L1 rates), shall be offered to overall L1 for acceptance in that particular category. Award of work to overall L1 will be only on acceptance to Picked –up L1 rates for all categories.

S-15.2. The work will be distributed to a maximum of 10 parties, subject to acceptance of the L-1 rates. The L1 rates declared by BHEL shall be counter-offered to transporters in order of rank from low to high L2, L3..... onwards till we get requisite no. of parties as per NIT. The percentage distribution of the business shall be as per GCC Cl. No. 10.0.

S-15.3 In an eventuality of the rate contract being finalized on less than the required number of transporters; BHEL may reschedule the volume of business & Performance Security Deposit amount accordingly to eligible transporters on pro-rata basis.

S-15.4 The award of the works shall be done at equated rates only. Bidders will not be permitted to choose any selected variant/category. BHEL, however, at its discretion may decide to award works for either or all categories.

S 15.5 However, in case the total business value is found to be equal for two or more parties, their relative position would be decided on the basis of their higher average audited turn-over of last three (3) years as submitted at the time of registration.

S-16.0 DISTRIBUTION OF DEMAND

S-16.1 Allocation of consignments shall be the sole prerogative of Logistics. The transporter shall be bound to accept the same.

S-16.2 Failure to place vehicle timely against allotted demand to a transporter for placing vehicle for dispatch of a particular job will be treated as if the work-load (freight bill amount) consumed by that party vis-à-vis their business allotment on award of contract and work assigned to next party.

S-16.3 Against such refusal/ non-placement, the same will be offered to next in sequence and finally applied for dealing as per S-2.3/S-10.0 with the original allotted transporter.

S-16.4 However, loading as above will be subject to increase or decrease based on the overall performance of the transporter.



S-17.0 INTEGRITY PACT :

All bidders must submit duly signed integrity pact in the document attached as **Annexure-C (Ref:AA:SSP:IP Dted 16.07.2018) as part of Tender Documents .**

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Email
1.	Shri Arun Chandra Verma IPS (Retd.)	Flat No. C-1204, C Tower, Amrapali, Platinum Complex, Sector 119, noida (U.P)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh IPS (Retd.)	H.No. B-5/64,Vineet Khand, Gomti Nagar, Lucknow- 226010	vbsinghips@gmail.com

b) The IP as enclosed with the tender (Annexure-C) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I) . Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP (Annexure-C) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs . All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below :

(1)
Name : Shri Vijay Choudhary
Desgn (Dept) : AGM (LGX)
Address :Logistics Department
Landline:0755-2502194
Mobile : +919425601946
Email : vchoudhary@bhel.in
Fax:0755-2500181

(2)
Shri Manish Churendra
Sr.Engr.(LGX)
Logistics Department
Landline:0755-2502338 /
Mobile :+919425016993
Email: manish91@bhel.in
Fax : 0755-2500181

S-18.0 These „Special Conditions of Contract “ shall be read in conjunction with General Conditions of Contract Document No. LGX/GCC/NOV 2019, to the extent the same are applicable for transportation by hydraulic trailer and are not modified herein by this special conditions. In case of ambiguity between the two, the provisions in this document LGX/RC/SCC/E-00403 will over-rule.

- Addl. General Manager
(Logistics Department)



Annexure 'S-1'

HYDRAULIC TRAILER DESPATCH PERFORMA

DATE: W/H: BLOCK..... BAY..... MATL GATE PASS No.

JOB/EQUIPMENT DESCRIPTION:

Description	Dimension (l x w x h)	Weight (kG)

LR Number:.....

TRANSPORTER'S NAME

.....
DRIVER'S NAME..... LICENCE No.

GPS based Vehicle Mounted Unit details:

Site..... ID..... Password.....

DEPLOYED VEHICLE PARTICULARS:

Particulars	Pulle	Prime-mover	Trolle	Trailer
Registration No.				
Regd. owner				
Type/make/Year				
Passing capacity (RLW - ULW)				
No. of axles & tyres per axle				
Road tax paid upto				

LOADING: DATE: TIME:

WHETHER LASHING DONE PROPERLY?

:

DATE & TIME OF: EXIT

Signed by:

Transporters Representative

Warehouse In charge

Note: To be filled at the time of loading in BHEL Bhopal only and completed before exit and a copy completed in all respects submitted with freight bill



ANNEXURE- B

LGX / RC / E-00403
SCHEDULE OF RATES
ALL INDIA TRANSPORTATION BY HYDRAULIC TRAILORS
(Period of Contract: ONE YEAR) >100MT to 199MT

Weight Slab (MT)	Rates in Rs. Per Km per MT (<i>in figures</i>)			
	<1000Km		>1000Km	
	BQ *	Rs. /Km/ MT	BQ *	Rs. /Km/ MT
>100MT to 135MT	77034		3002555	
>135MT to 189MT	257013		12192735	
>189MT to 199MT	1221929		952346	

* a)The above figures are only indicative and may vary depending upon actual and our operational requirements.
b) The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.
c) Transporters shall quote for all categories.

Please confirm by marking ✓ in box below

Offer will remain valid for a period of 120 days

We confirm that we have valid IBA approval as on date and will maintain the same for the duration of the contract

We confirm that all General Conditions of Contract and Special Conditions of Contract are acceptable to us in totality.

Date:.....

(Signature of the authorized signatory with
Official stamp/seal)