



## **NOTICE FOR INVITING TENDER**

**TENDER NO:** CDC/T/17-18/122

**DATE:** 20.09.2017

**SUB:** TENDER DOCUMENT (TWO PART BID) FOR TRANSPORT CONTRACT BY HYDRAULIC TRAILER (From 100 MT & up to 200 MT)

1. Sealed bids are invited from reputed, IBA approved, financially sound transporters for award of rate contract for the work of transportation of consignment (From 100 MT & up to 200 MT) by hydraulic trailer for a period of Two Years with provision of further extension upto one year on the same terms and conditions with mutual consent.
2. This document shall be referred as CDC/T/17-18/122, Dt 20.09.17 and it consists of the following documents

<b><u>Sr</u></b>	<b><u>Documents</u></b>	<b><u>Pages</u></b>
1	Covering letter	1-2
2	Tender document including Terms and Conditions	3-34
3	Schedule of Rate – Price Bid Format	35
4	Annexure to the Tender documents (11Annexures)	36-55

**3. Scope of work:**

The contracts shall cover transportation of goods weighing from 100 MT & up to 200 MT, from anywhere to anywhere within India by road on Hydraulic Trailers (Consisting of a puller and set of hydraulic axles), excluding transportation to/from Hydro Power/any other Projects in the hilly region beyond points as given at G-1.

For detailed scope of work, refer Clause G-1 of tender document.

4. The bid is to be submitted in two parts as under:
  - a. **Part I –Techno-Commercial Bid** should contain all the documents including Earnest money and other annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.
  - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/17-18/122” and due date of opening only.
5. **Earnest Money** of Rs. 5.0 Lacs (Rs. Five Lacs only) is to be deposited in the various modes as per clause G-9. On the request of Transporter, this EMD can be converted to one time EMD (for exemption from payment of EMD with each such tender in BHEL Jhansi Unit).



6. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to AGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/17-18/122 and “Due Date of opening “**31-Oct-2017**” and addressed to- AGM (CDC), Tender Room, Administrative Building, BHEL, Jhansi, Jhansi – 284120 (UP) and must be **dropped in tender box Tender Room, Administrative Building, BHEL, Jhansi, Jhansi – 284120 (UP).**
7. Above bid to reach on or before dt **31-10-17, 1315 Hrs**, in tender box.
8. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date “**31-OCT-2017**”. The sealed common envelope and first sealed envelope containing “Part I– Technical Bid” will be opened on the same day i.e. “**31-OCT-2017**” at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
9. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
10. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender. Refer relevant clause of Terms & Condition
11. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality whatsoever without assigning any reason thereof.
12. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
13. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9 AM to 4 PM.**
14. Any request for change of opening date of tender shall not be entertained.

**Note: - Dropping of tender in the tender box within schedule date & time is the responsibility of the bidder**

**AGM (CDC)  
BHEL Jhansi**



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI  
Terms & Conditions of Transportation of consignments from 100 MT and upto 200 MT by  
Hydraulic Trailer.

Document No. CDC/T/17-18/122

# **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

P.O. BHEL, Jhansi- 284120

## **Central Dispatch Cell**

### **TENDER DOCUMENT**

**For**

**All India Rate Contract for Transportation of  
consignment weighing  
from 100 MT & up to 200 MT  
by Hydraulic Trailers**

**Tender Document No.**

**CDC/T/17-18/122**

**Date 20<sup>th</sup> Sept'2017**



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Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI  
Terms & Conditions of Transportation of consignments from 100 MT and upto 200 MT by  
Hydraulic Tailor.

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G-1) **SCOPE OF WORK**

- 1.1. The contracts shall cover transportation of consignments such as Transformers, Locomotives, Plant & machinery and any other item weighing From 100 MT & up to 200 MT by Hydraulic Trailer from anywhere to anywhere within the boundaries of India, excluding transportation to/from Hydro Power Projects/ any other projects in the hilly region of North & North East states beyond points as given at S-8.1

Consignment shall be classified into following three Weight categories:-

- a. **M4** - From 100 MT & upto 135 MT
- b. **M5** - Above 135 MT & upto 189 MT
- c. **M6** - Above 189 MT & less than 200 MT

Transportation of consignment shall be classified into two distance categories

- a. Upto 800 KM
- b. Above 800 Km

- 1.2. The approximate **Business volume** in two years period is expected to be **Rs 144.0 Lakhs MT-Kms** in two years with a variation of  $\pm 30\%$ . For proportional break, refer Clause S-10.

G-2) **PRE-QUALIFICATION CRITERIA**

- 2.1. The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this rate contract: -

a) **OWNERSHIP OF FLEET:**

The bidder should have the ownership of fleet of heavy duty independent trailers having minimum 60 hydraulic axles (not more than 10 years old on the tender issue date) and 06 Prime Movers of minimum 300 HP capacity suitable for transportation of consignment weighing above 100 MT & up to 200 MT, registered in the name of bidder duly substantiated by the notarized copies of documents of ownership as on tender issue date. 04 out of 06 Prime Movers should not be more than 10 years old on the tender issue date. 02 out of the 06 prime movers should be of 400 HP capacity or above. 01 out of the 06 prime movers should be of 500 HP capacity or above.

b) **FINANCIAL REQUIREMENT:**

Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2017 should be at least **Rs 282.00 Lakhs** duly Audited Financial statements / Balance Sheet, Profit & Loss accounts, Annual Report /CA Certificate to be submitted as a supporting document. Provisional Turnover for the year 2016-17 can also be considered.



c) **EXPERIENCE** :-

The bidder should have transported minimum ten single piece consignments, each not less than 80 MT, for a distance of minimum 500 KM for each consignment in the last 3 years upto 31-Mar-2017. Copy of work execution certificate to be enclosed.

d) **PERFORMANCE IN PAST CONTRACT**:

The transporter should have executed more than 25% of their allocated business share in the previous contract as on date of opening of tender (Part-1). This is applicable only for those transporters who are continuing from the previous contract.

2.2 The bidder should be an IBA approved transporter & should attach IBA (Indian Banker's Association) recommendation valid on the date of tender opening. It shall also be ensured that the same is available throughout the contract and if not, rate contract will be cancelled.

2.3 **OFFICE RELATED REQUIREMENTS**

Bidder must have an office in Jhansi, equipped with following facilities :-

- a) One computer with e-mail facility
- b) One mobile telephone

If not, then bidders have to establish an office with the facilities mentioned above within 30 days from the date of issue of Letter of Intent.

G-3) **STATUTORY DOCUMENTS**

3.1. The following documents should be attached with the offer (Techno-Commercial Bid, Part-1).  
All the attached document should be page numbered

- a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
- b. Receipt of Cost of Tender
- c. Company Profile of Bidder (Annexure G-B)
- d. Statement of Evaluation (Annexure G-C)
- e. Banker's certificate (Annexure GD)
- f. Audited annual report or balance sheet of last 3 years.
- g. Copy of Income Tax return for three previous financial years.
- h. Earnest Money of Rs. 5.00 Lacs (Rs. Five Lacs) in the form of Account Payee Bank Draft drawn at in favor of "BHEL Jhansi".
- i. Self Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-
- j. Declaration on Rs.100/- non-judicial stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc (refer Cl.3.2)
- k. Valid IBA Certificate on Bank Letter Head



- l. Copy of Gazette Notification / RTO Authentication of registration for Axles & Prime Movers (Notarized).
  - m. Details of Staff, Computers, Internet Connection, e-mail address, Mobile Number at Jhansi Office.
  - n. Copy of tender document signed and stamped on each and every page as a token of acceptance.
  - o. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
  - p. A sealed envelop containing price bid.
  - q. Integrity Pact Agreement duly filled & signed as per Annexure-H
  - r. Experience related document as per Clause 2.1 (c)
- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
- a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
  - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
  - c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
  - d. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
  - e. Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2015-16 & 2016-17) on account of non-performance.
- 3.3. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorised Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorised/empowered to act on behalf for the specific purpose.
  - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
  - c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
  - d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
  - e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
  - f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.



- 3.4. The Bidder shall disclose /confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.
- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
  - (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group 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.
  - (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
  - (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).
  - (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provision or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if
    - BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
    - Any document submitted by the Bidder was fake or forged
    - or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

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

**G-4) BID EVALUATION CRITERIA:**

- 4.1. Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Reverse Auction / Opening of price bid (Part-2). For detail refer 'Business Rules for Reverse Auction'
- 4.2. **The price bids will be evaluated** on the grand total (ie Business Volume x Quoted rates of three weight categories & two distance slabs) - Refer Price Bid Format
- 4.3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those



bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction.

Non-submission of “online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in vogue.

- 4.4. It is intended to award the rate contract to maximum seven transporters. In an eventuality of the rate contract being finalized on less than the required number of transporters the balance volume of business would be distributed among eligible transporters as following

No. of Transporters with which the contract is finalized	% Allocation of Business Volume						
	L1	L2	L3	L4	L5	L6	L7
7	25	21	18	14	11	7	4
6	29	24	19	14	10	5	
5	45	25	15	10	5		
4	47	26	16	11			
3	53	29	18				
2	64	36					
1	100						

- 4.5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.

- 4.6. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure ‘M’

G-5) **OFFER VALIDITY:**

- 5.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of Reverse Auction / Price bid opening.
- 5.2. The rates should be firm for a period of two (2) years from the date of acceptance of the tender except for adjustment in freight rate due to increase/decrease in retail selling price (RSP) of Diesel in Lucknow. Refer clause on ‘Freight Escalation’

The bidders shall quote their rates inclusive of all extra charges like surcharges, hammali charges, statistical charges, goods tax, market fluctuations etc., so that the rate quoted shall be a consolidated one, taking the above elements into consideration. No claim will be entertained afterwards.



## GENERAL TERMS & CONDITIONS

### List of Annexure enclosed with Tender Document

Sr.	Annexure No.	Description/Title
1	G-A	Check List for Offer Evaluation
2	G-B	Company Profile
3	G-C	Statement of Evaluation
4	G-D	Bankers Certificate
5	G-E	Self Certificate Affidavit cum Agreement
6	G-H	Integrity Pact
7	G-I	Notice of Damage / Shortage / Discrepancy
8	G-J	Lorry Receipt Performa
9	G-K	Freight Bill Performa
10	G-L	Authorization letter for e-payment
11	G-N	General Terms & Conditions of Reverse Auction

### G-6) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:

- 6.1. The bidders shall closely pursue all the clauses of the tender documents under 'General Terms and Conditions', and all annexure enclosed /referred in Tender Documents before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 6.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 6.3. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 6.4. When photocopy of a document is submitted along with the tender it must be attested by Public Notary or Gazette Officer.
- 6.5. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 6.6. Before submitting the bid, the bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.



**G-7) BHEL RESERVES THE RIGHT TO: -**

- 7.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 7.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 7.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 7.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 7.7. Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 7.8. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 7.9. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
- 7.10. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
  - a) Establishing local office with facilities as required.
  - b) Submission of Contract agreement.
  - c) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.



**G-8) CONTRACT AGREEMENT:**

- 8.1. The tender documents shall be deemed to form an integral part of the Contract Agreement. The Contract Agreement, duly filled & signed, shall be submitted within 30 days from award of contract, on non-judicial stamp paper of requisite amount. Business loading shall commence only on compliance.
- 8.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in Toto.
- 8.3. The transportation rate contract being on All India basis, the H.O of the transporter should inform all their Zonal/Regional and Branch Offices in the country about the terms & conditions and rates. This is to ensure smooth implementation of the contract.
- 8.4. Bidder shall submit Integrity Pact Agreement (Duly signed by authorized signatory) along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

**G-9) EARNEST MONEY DEPOSIT (EMD)**

- 9.1. The Earnest Money Deposit (EMD) may be accepted only in the following forms-
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - c) Banker's Cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer). The EMD shall be submitted along with techno commercial bid. Tenders not confirming to this condition will be summarily rejected.
- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 10.4
- 9.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

**G-10) PERFORMANCE SECURITY DEPOSIT (PSD)**

- 10.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 10.2. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.



- 10.3. Transporter shall submit the 'Performance Security Deposit' within 15 days of issue of Letter of Intent (LOI). The balance amount to make up the required security deposit of 5% if the contract value may be accepted in the following forms-
- Cash (as permissible under the extant Income tax act).
  - Local cheques of scheduled banks (subject to realization)/ Pay order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL. **Bank Guarantee should be valid throughout the contract period with additional six month claim period.**
  - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of transporter, A/C BHEL JHANSI duly discharged on the back.
  - Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
  - The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
  - All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Department of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
  - Security deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
  - The Performance Security Deposit shall not carry any interest.

10.4. Stamp duty applicable in Uttar Pradesh as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, EMD converted in PSD, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-



- 10.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 10.6. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.
- 10.7. If the transporter fails to perform satisfactorily as per the contract, PSD may be forfeited.

**G-11) TENURE, EXTENSION & TERMINATION OF CONTRACT:**

- 11.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of two (2) years from the effective date of award of contract. 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.
- 11.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the contract.
- 11.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice in writing by registered post, speed post or e-mail or in person under recorded delivery.
- 11.4. If the 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 from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the 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.
- 11.5. If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with him may ultimately be terminated.
- 11.6. 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.
- 11.7. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.



- 11.8. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arise.

**G-12) SUB-LETTING OF WORK:**

- 12.1. It is expected from the transporters that they shall deploy vehicle from their own fleet. However, in case of non-availability of vehicle from their own fleet, they may deploy vehicle from the market. In all cases, transporter shall be responsible for safe & timely delivery of consignment.

**G-13) TRAFFIC REGULATIONS & REQUIREMENTS:**

- 13.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 13.2. The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 13.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
- 13.4. It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 13.5. The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.
- 13.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 13.7. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 13.8. Transporters shall ensure that the latest applicable Motor Vehicle Act 1989 (as amended up to date)/ Motor Vehicle Rule is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.



- 13.9. All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 13.10. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

**G-14) ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:**

- 14.1. The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
- 14.2. The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt (s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.

**G-15) PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:**

- 15.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
  - a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
  - b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
  - c) **To protect the consignments, transporters shall ensure Tarpaulin covering to the consignments.**
  - d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
  - e) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
  - f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- 15.2. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.



- 15.3. In case of incoming consignments, if packing case is found damaged (and material inside is found OK), CRX head may impose deduction limited to 1% of the freight charges.
- 15.4. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 15.5. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 15.6. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 15.7. Transporter shall not auction any material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 15.8. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" basis. In such cases, liability for to & fro freight will rest with BHEL.

**G-16) STATUTORY OBLIGATIONS OF TRANSPORTER:**

- 16.1. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 16.2. The transporter shall indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 16.3. The transporter shall accept liability for compensation in accordance with the provision of the Workmen's Compensation Act, 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.



- 16.4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

G-17) **INDEMNITY:**

- 17.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority.
- 17.2. The transporter shall indemnify and keep indemnified the BHEL 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.
- 17.3. The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against: -
- Observance of Labour & 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 freight billing.
  - Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-18) **TRANS-SHIPMENT:**

- 18.1. Transshipment (change of hydraulic axles) shall be permitted in very special cases & with the prior permission of BHEL only. In case of transshipment, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- 18.2. If it is established that unauthorized trans-shipment is done (ie without taking prior permission from BHEL), then 20% of Basic freight charge shall be deducted with approval of next higher authority of CDC head.
- 18.3. For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.



- 18.4. 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.
- 18.5. Change in Puller can be allowed with prior permission of CDC head.

**G-19) PLACEMENT OF VEHICLES**

- 19.1. Seven days advance notice for placement of trailer will be given by BHEL indicating required date of placement of vehicle. The transporters have to place the demanded vehicle within 2 days of demanded date. For delay in placement of vehicle (i.e. beyond demanded day + 2 days), penalty @ Rs. 1500/- per day per axle shall be recovered from the pending bills of the transporter limited to 5% of freight bill of the demanded consignment.
- 19.2. In case the vehicle is not placed beyond 10 days of demanded date or the transporter refuses to place the vehicle, BHEL reserves right to get the transportation done by hiring the vehicle from the market at the Risk & Cost of the transporters.

**G-20) CONSIGNMENT WEIGHT / MEASUREMENTS:**

- 20.1 Chargeable weight shall be calculated based on the number of axles (in the multiples of two axles) required for transporting the consignment multiplied by 13.5 MT/ axle. Number of axles shall be calculated considering on the following (whichever is higher)
  - Design weight of the job & considering that weight carrying capacity of each axle is 13.5 MT
  - Length of the job & considering the length of each axle is 1500 mm.

Example

1. Weight - 105 MT, Length – 8000 mm

No. of Axles required based on weight =  $105/13.5 = 7.77 \sim 8$  Axles

No. of Axles required based on length =  $8000/1500 = 5.33 \sim 6$  Axles

Hence the chargeable weight =  $8 \times 13.5 = 108$  MT

2. Weight - 125 MT, Length – 16000 mm

No. of Axles required based on weight =  $125/13.5 = 9.25 \sim 10$  Axles

No. of Axles required based on length =  $16000/1500 = 10.66 \sim 12$  Axles

Hence the chargeable weight =  $12 \times 13.5 = 162$  MT

- 20.2 The load should be placed in such a way that the distribution on each axle is fairly uniform. The Gross load (weight of axle + weight of consignment) on each axle should not exceed its permissible limit as certified by RTO / Govt. gazette. Gross load on each axle should never exceed 18 MT or as notified by Central/State Govt.
- 20.3 As per Motor Vehicle Act, clubbing of two or more jobs are not permitted.



- 20.4 Under no condition basic freight charges for carrying for distance more than 800 Km shall never be lower than that for carrying to 800 Km.
- 20.5 In case of requirement of higher number of axles than that calculated as per weight of consignment because of technical requirement such as for transformers transported to test labs in gas filled condition and filled with oil during testing in loaded condition on trailer. In such case, rental charges @ Rs 1500 per day per axle shall be paid for extra axles for the allowable transit period. However the freight will be paid considering weight & dimension of gas filled transformer.

### **G-21 DESPATCH DOCUMENTS:**

- 21.1 While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note / Challan, (DAN)
  - Excise Invoice (Pink/ Duplicate) indicating PO reference,
  - Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
  - Consignee Copy of LR for door delivery,
  - Road Permit/Waybills etc. wherever applicable,
  - SMIV/PMIV/Excise Gate Pass, wherever applicable.
  - Instructions for Unloading (If not mentioned in DAN)
- 21.2 The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 21.3 In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim CENVAT) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 21.4 All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained / delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

### **G-22 CONSIGNMENT NOTE CERTIFICATION:**

- 22.1 The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer: -
- Registration No(s). of the vehicle(s).
  - Weight, dimensions and No. of the packing cases or liquid quantity in KL.
  - Name & address of the consignor with specific destination.
  - Description of the consignments with BHEL Purchase Order (PO) reference.



- e) Distance to destination in Km and rate of freight.
- f) Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
- g) Freight details and consignment value.

**G-23**      **TRANSIT INSURANCE:**

- 23.1 Transit insurance of the consignment shall be covered by BHEL / Consignee / Supplier. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- ~~23.2~~ Transit insurance of the consignment shall be covered under Open Marine Policy of BHEL/Consignee as the case may be subject to excess as per the insurance policy.
- 23.3 The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the transporter of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 23.4 Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 23.5 The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 23.6 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.
- 23.7 The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 23.8 The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 23.9 Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 23.10 In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.



- 23.11 In case of accident freight charges from loading point to accident place, reloading charges and freight charges from accident place to pick-up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
- 23.12 Transporter will furnish the damage / shortage certificate in the BHEL prescribed format within 3 weeks days from the date of accident or damages / shortage / missing remarks at receipted LR. In addition if damage found in sound box within 06 months from the date of delivery of consignment, the transporter is liable to furnish the damage / shortage certificate within 15 days as and when asked by BHEL.
- 23.13 Transporter will intimate BHEL within 24 Hours via Phone, fax, letter etc. to any damage / shortage / missing / pilferage/ stolen of the item / consignment in the custody of transporter
- 23.14 Each and every delivery of consignment is to be get signed by person taking the delivery, with designation and mobile No. and to be furnished to BHEL.

#### **G-24 VEHICLE MOVEMENT REPORTING**

The bidder shall provide an experienced supervisor among the staff as an escort with a mobile phone, who shall inform the day to day progress of movement of vehicle, to BHEL. **To monitor the movement of consignment closely, transporter shall install a GPS system in the vehicle & shall give access to CDC/CRX of the tracking system through net (by providing web site details, password, User ID etc) before the consignment leaves the pickup point.** Installation of GPS, activation, furnishing the correct access ID, password, web site address should be done before loading of consignment, any delay shall be on account of transporter. It will be the responsibility of transporter that real time tracking data of GPS is available to BHEL through out the journey. In case the GPS is not working due to any technical reason the transporter shall inform the BHEL the status of vehicle on daily basis. If it is found that the GPS is not provided or detached en route, or has stopped working and not repaired/replaced in reasonable time a penalty of 5% of the basic freight shall be levied.

#### **G-25 ROUTE & DISTANCE:**

- 25.1 The transporters are advised in their own interest to conduct and update / confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- 25.2 The distance for the purpose calculation of freight & transit period shall be based on the shortest feasible distance by National highway, State highway, other roads, in the order of the preference as indicated in Motoring Guide of India (MGI). In case of non-availability of information from MGI, sources like Railway time table, Project



authorities, internet sites such as Google-maps, maps of India etc shall be referred to find out the shortest feasible route.

- 25.3 Where longer route becomes necessary due to unavoidable circumstances, Transporter shall submit the details of alternate route with the justification for approval from GM before lifting the consignment. The GPS record should match with the approved route. In case of discrepancy between GPS record and approved route, economical route for BHEL shall be accepted for freight charges.
- 25.4 For destination in Andhra Pradesh & Telangana, shortest route avoiding Orissa will be allowed.
- 25.5 Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per re-directed route.

**G-26 ESCORTS:**

Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge.

**G-27 DELIVERY & ACKNOWLEDGEMENT:**

- 27.1 The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name / seal of consignee's representative receiving the material duly specifying date & time, Registration No(s) of vehicle and condition of the consignment on delivery, on overleaf / in front of LR submitted along with their freight bill claim.
- 27.2 In case of non-compliance of above clause because of reasons such as person receiving the material does not have rubber seal, over writes the date of receipt, illiterate person receiving the material, consignee reluctant in giving receipt with date & vehicle number duly signed & stamped, transporter shall inform CDC/TRC deptt through an e-mail within 2 days. CDC/TRC deptt shall verify the transporters' claim for clearance of bills.
- 27.3 The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments.
- 27.4 The consignee copy of the LR shall be surrendered by BHEL 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.

**G-28 RECOVERY TOWARDS IDLE CRANE CHARGES:**

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 not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.



**G-29 TRANSIT PERIOD AND PENALTY FOR DELAY IN DELIVERY:**

- 29.1 The transit time shall be calculated on the basis of average minimum speed in Km/day. The allowable average speeds shall depend on the load, size and geography of route (Hilly/Plain)
- 29.2 Allowable average speed in Km/Day for calculation of transit period for consignment having height less than or equal to 3500 mm is as following

Weight Class	For Consignment height upto 3500 mm	
	Plain Area	Hilly Area destination
(M4)- From 100MT & upto 135MT	70	25
(M5)- Above 135MT & upto 189MT	55	20
(M6)- Above 189MT & upto 200MT	40	20

For consignments having height more than 3500 mm relaxation in minimum average speed shall be give as following:-

For each slab of 300 mm of excess height over 3500 mm, relaxation of 10 % of average minimum speed shall be allowed.

Allowable transit period shall be rounded off to next higher whole number.

In case the reporting at site is on Sunday or Holiday, these days will not be counted in transition period.

Example:-

1. For transporting 110MT consignment having height 3500 mm or less for 850 Km in non-hilly destination @ 70 Km per day, allowable transit period shall be 13 days.
2. For transporting 150MT consignment having height 3500 mm or more to a distance of 700 Km on plain & 100 Km to a hilly destination, the allowable transit period shall be

Average allowable speed for plain shall be  $55 - (10\% \text{ of } 55) = 49.5$  Km per day. Then the allowable transit period for travelling 700 Km in plain area shall be 15 days.

Average allowable speed for hilly area shall be  $20 - (10\% \text{ of } 20) = 18$  Km per day. Then the allowable transit period for travelling 100 Km in hilly area shall be 6 days.

Hence the total allowable transit time will be  $15 + 6 = 21$  days

For typical designs requiring slow movement in the interest of safety of the consignment additional grace period can be allowed with the approval of GM.

29.3 Additional transit period shall be allowed for the following :-

- a) At each railway crossing - 10 working days
- b) Inter-state check post clearance at state borders - 1 day per check post
- c) Permissions from MoRTH authorities - 5 Days or Actual on evidence
- d) Day of exit and day of entry shall not be counted in transition period.

In case of requirement of documents such as entry tax, octroi tax, way bill etc or in exceptional circumstances like delay in unloading by the customer etc, additional transit



time on actual basis shall be allowed with the approval of next higher authority to head of CDC, based on documentary proof such as release document, intimation by e-mail.

**29.4 FORCE MAJEURE:**

The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.

29.5 Delay attributable to above force-majeure conditions will be reviewed by Head CDC CRX on representation by transporter on case to case basis for granting relief on merit.

**29.6** The transit period shall commence from date of LR. The date of reporting at destination shall be taken as the delivery date if unloading is not in transporters' scope. If unloading is in transporter's scope, seven days will be given for Unloading the transformer. If unloading is delayed beyond seven days, the delay would be added in the transit period. Proof of date of delivery / Unloading completion certified by Customer / BHEL shall be the responsibility of the transporter. In case consignee is reluctant in giving receipt with date & vehicle number, transporter shall immediately send an e-mail to CDC / TRC Department & get the confirmation within 5 days.

**29.7** In case of delay, a penalty of 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% of basic freight shall be levied.

**G-30 FREIGHT PAYMENT:**

30.1 Mode of payment of freight will be either on:

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

30.2 All freight payments for (a) incoming consignments to JHANSI and (b) from one destination to another, under category 'To be billed' against PO will be paid at JHANSI through CRX. For consignment booked against W.O. will be processed by CDC.

30.3 The payment shall be based on the shortest distance by National highway, State highway or other roads, in the order of the preference. List of distances of major cities from Jhansi is enclosed.

30.4 For Outgoing consignments dispatched from JHANSI under 'To be Billed' category, payment will be made at JHANSI only after submission of acknowledgement from site/customer in the prescribed manner, through CDC. Freight for material dispatched for job work against PO will be processed by CRX.



- 30.5 All freight payment will be made by Cheque / Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 30.6 Payment of freight bills shall normally be made within (sixty) 60 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 30.7 For the outgoing consignments booked on "To Pay" basis, where the transporter has to realize payment from the consignee and the consignee does not make the payment, CDC, BHEL JHANSI will accept the freight bills subject to: -
- Submission of Non-Payment Certificate issued by the consignee to the transporter on Performa as specified by BHEL.
  - Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance (Stores Accounting) of BHEL.
- 30.8 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, or settlement of insurance claim by underwriters in case of equipment damage.
- 30.9 Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 30.10 In terms of Service Tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

**G-31 GST Clause .**

- a) Bidder has to confirm whether he is opting for reverse charge or forward method as prescribed for GTA in CGST/SGST/IGST Act.2017.
- b) The option exercised in the bid shall be applicable for in the entire period of contract. No interim changes are allowed.
- c) At present, the forward charge rate is 12% which will be charged by bidder in the bill and for which 'BHEL is entitled to take input credit as per CGST/SGST/IGST invoice rules.
- d) In case of credit is not available as denied by GST portal due to improper documentation OR wrong uploading of data by bidder, the same will be recovered from the bidder along with interest, if any.
- e) In case bidder is opting for reverse charge, BHEL is liable to pay 5% GST (for which ITC is available to BHEL) on such supply/ service. Proper bill & documents are to be submitted by bidder along with proper uploading on GST portal as per clause.



## **G-32 FREIGHT ESCALATION**

- 32.1 . The rates agreed between BHEL and the transporters will remain firm during the contract. However the rates will increase/decrease by 30% of the percentage increase/decrease in the average retail price of diesel prevailing on the date of tender opening (techno-commercial bid– Part-I). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight. This increase/decrease will be done, only monthly, as under:-
- 32.2 The rates at which the work is awarded initially will be taken as the basic freight rate and will remain firm till the end of that month without any PVC. For example, if rate contract is effective from 5<sup>th</sup> August, rates will remain firm upto 31st August.
- 32.3 The revised freight rate will be calculated and made effective from the 1<sup>st</sup> day of each of subsequent months.
- 32.4 The retail sale price (RSP) of diesel applicable for Lucknow, obtained from the office of IOCL/HPCL/Reputed dealers/Website shall be the basic for calculation of Price Change of freight rates
- 32.5 Percent increase /decrease in basic freight rate shall be 0.30 times of percent increase/decrease in average Retail Sale Price (RSP) of diesel w.r.t diesel price on the date of tender opening .
- 32.6 The freight rates prevailing on the date of LR from plant shall be applicable for that consignment

### **Example:**

Sl.No.	Lucknow Diesel Price on various dates in the month of August-2017	Rs/Ltr.
1	(As on: Tuesday, August 1, 2017)	56.49
2	(As on: Wednesday, August 2, 2017)	56.51
3	(As on: Friday, August 4, 2017)	<u>56.9</u>
4	(As on: Monday, August 7, 2017)	57.38
5	(As on: Tuesday, August 8, 2017)	57.44
6	(As on: Wednesday, August 9, 2017)	57.49
7	(As on: Thursday, August 10, 2017)	57.51
8	(As on: Friday, August 11, 2017)	<u>57.65</u>
9	(As on: Monday, August 14, 2017)	57.92
10	(As on: Wednesday, August 16, 2017)	57.98
11	(As on: Thursday, August 17, 2017)	58
12	(As on: Friday, August 18, 2017)	57.91



13	(As on: Monday, August 21, 2017)	57.72
14	(As on: Tuesday, August 22, 2017)	57.71
15	(As on: Wednesday, August 23, 2017)	57.75
16	(As on: Thursday, August 24, 2017)	57.72
17	(As on: Monday, August 28, 2017)	57.74
18	(As on: Tuesday, August 29, 2017)	58.33
19	(As on: Wednesday, August 30, 2017)	58.36
20	(As on: Thursday, August 31, 2017)	58.4
		1152.91
	Average Diesel price in month of Aug-2017 ( = 1152.91/20)	57.65
	Diesel price as on Base Date i.e. date of tender opening(techno commercial bid –part-1)	55.78
	Percent Increase in average diesel in the previous month i.e. Aug w.r.t. RSP on base date	$(57.65 - 55.78)/55.78 \times 100 = 3.35 \%$
	Percent Change in Freight Rates (& will be applied on basic freight rate)	$0.30 \times 3.35 = 1.005 \%$

### **G-33 PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:**

- 32.7 The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like
- Delivery (timely placement of vehicles & timely delivery at destination) – 70% weightage
  - Quality (Safe delivery at site without any damages, without transshipment) - 15% weightage
  - Service (movement reporting & timely submission of freight bills) - 15% weightage
- 32.8 Business distribution as specified in Tender document may therefore, vary from time to time, depending upon the performance of the transporters.
- 32.9 Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.



**G-34 RISK & COST / PENALTY -**

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at Transporters' risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

**G-35 ARBITRATION:**

In the event of a dispute, controversies or claims between the PARTIES (i.e. BHEL Jhansi and Contractor) in connection with this tender (including any dispute as to its validity, meaning, effect or termination), the dispute shall in the first instance be resolved amicably by the PARTIES. In the event that the dispute cannot be resolved amicably by the PARTIES then such dispute shall be finally settled by arbitration under by arbitration under the Arbitration and Conciliation Act, 1996 of India or amendments thereof by the Sole Arbitrator. The unit head of BHEL Jhansi shall appoint Sole arbitrator. The arbitrators shall be fluent and well conversant with the English language. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrators shall give a reasoned award. The decision of the arbitrators shall be final and binding upon the Parties. The venue of arbitration shall be Jhansi

**G-36 JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at JHANSI only shall have jurisdiction.

**Note:** The applicability and extent of the provisions under 'Tender & Contract Terms and Conditions' shall be forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.



## SPECIAL TERMS & CONDITIONS

### **S-1. QUALIFYING CRITERIA FOR HYDRAULIC TRAILER LOAD**

To qualify for hydraulic trailer load, the design weight of single piece consignment should be more than 32 MT.

**S-2. MINIMUM CHARGEABLE DISTANCE** shall be 300 Kms. Minimum Chargeable distance within the BHEL premises including Township shall be 25 Km. If the trailer is brought back inside the factory premises after exit for correction in lashing or loading, no freight shall be paid.

### **S-3. LOADING & UNLOADING CHARGES**

3.1. BHEL shall be responsible for loading of all outgoing consignments & unloading of all incoming consignments within BHEL Jhansi premises.

3.2. If BHEL asks the transporter to unload the outgoing consignments at the project / customer site, unloading charges @ Rs 825/- per MT shall be paid to the transporter.

For any in-transit transshipment unloading / reloading of consignment, same shall be done by the transporter at his own cost unless cause is attributable to BHEL.

3.3. If the height of the consignment is unable to pass through tunnel, over bridge etc due to excess height and as an alternative low bed trailer or dragging is used as means for crossing that short distance loading, unloading and/or dragging charges as required shall be given on submission of photographs/ video or any other proof or witnessed by BHEL representative with the approval of GM. Transporter shall be responsible for safety of job during this operation and it should be done on prior permission of BHEL.

3.4. Loading / unloading charges will be allowed on the basis of certificate of consignee / customer / BHEL Site representative / Commercial.

### **S-4. ODC CHARGES: -**

Width exceeding 4500 mm or height exceeding 4200 mm will be considered as over dimension of consignment (ODC). Extra precaution should be taken for transportation of ODC consignment & over hanging should be within the limits as per Motor Vehicle Act.

ODC charges in slabs of 300 mm in height and 500 mm in width or part thereof for each ODC shall be payable for extra dimensions of the consignments beyond above dimension. For these consignments, proportionate extra freight in relations to basic Non-ODC size will be made but only for one extra over dimensional feature (height or width) whichever is more. However, this extra freight will be calculated on the design/actual weight of the relevant extra large consignment and not minimum permissible weight under the weight slab category. No ODC payment shall be allowed for length. In case the ODC charges are paid then the penalty on account of over dimension shall not be reimbursed.



**S-5.... CHARGES FOR DRAGGING TO PLINTH, PLACING ON PLINTH & REMOVAL FROM PLINTH.**

When required the charges for dragging and placement on plinth shall be given as below

**Dragging Charges**

Up to 10 Mtr	- Nil
More than 10 Mtr	- Rs 2400 per mtr for distance exceeding 10 mtr

**Placement on plinth** - Rs 38,000 per transformer

**Removal from Plinth** - Rs. 38,000 per transformer

Dragging charges and charges for placing the transformer to plinth shall be paid on certification from site in-charge / commercial/ ROD.

**S-6. DETENTION CHARGES**

- 6.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter charges at point of loading. However, if at unloading point, the vehicle is detained for more than seven days excluding day of entry, detention charge shall be paid @ Rs 1500/day per axle or part thereof. Detention charges shall be subject to verification from the consignee or its representative or BHEL representative & shall be limited to maximum of 10% of basic freight.
- 6.2. Go-down / Storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorized representative (s), at the rate of 5 paise per Kg per day after two months.
- 6.3. Documents such as GPS record duly verified by CDC In-charge, record security of checking 'in' and 'out' at site/BHEL with seal and sign of security, confirmation from site in-charge, confirmation from Commercial executive for verification of detention shall be required
- 6.4. No detention charges, whatsoever, shall be payable if the responsibility for unloading is in the scope of the transporter and the site is ready to receive the goods.

**S-7. RENTAL CHARGES**

If the axles are retained in loaded condition for the purpose of testing of consignment by CPRI / Customer / other testing agency, Rental charge @ 1500 / day per axle or part thereof shall be paid after 2<sup>nd</sup> day excluding day of entry & exit.



**S-8. HILLY REGIONS & EXTRA FREIGHT / OTHER CHARGES:**

8.1. Transportation of consignments such as Transformers, Locomotives, Plant & machinery and any other item weighing above 100 MT & less than 200MT by Hydraulic Trailer from anywhere to anywhere within the boundaries of India, excluding transportation to/from Hydro Power Projects or any other projects in the hilly region of North & North East states beyond points as given below:

- In J & K beyond Udampur/Pathankot
- In Uttaranchal beyond Rishikesh/Kashipur
- In Himanchal beyond Parman/Rampur
- Beyond Siliguri moving towards Teesta valley
- Beyond Bhalukpong in Arunchal Pradesh moving from Tezpur side.
- Beyond Dibrugarh moving towards Passighat/ Parsuramkund
- Beyond Dimapur/Marapani/Tuli moving to Nagaland
- Beyond Bhagabazar moving towards Mizoram
- Beyond Guwahati moving to any part of Meghalaya.

Any other hilly region in any part of the country as identified on case to case basis shall require approval of GM

8.2. Orissa / North-Eastern state Charges :-

For journey to North-Eastern states (destination beyond Siliguri) and Orissa, 20% additional freight shall be allowed on the basic freight for total journey. No additional hilly area charges shall be paid.

8.3. Civil work charges: -

In case some civil work like strengthening, widening, straightening or construction of bypasses / approach roads is required for safe transportation of ODCs, additional expenditure on negotiated basis may be allowed for civil work. Approval of GM shall be required for additional expenditure towards civil work.

**S-9. LETTING FEE (PENALTY) REIMBURSEMENT**

9.1. If, the vehicle registered payload carrying capacity being sufficient to carry actual payload and any RTO authorities of the destination / en-route state imposes a penalty on account of overloading or over size (length / width / height) as per Motor vehicle Act / Motor vehicle Rule or any notification issued earlier by the state government, the amount of such penalty may be reimbursed by BHEL on submission of original money receipt. Receipt should clearly indicate that the penalty is on account of overloading or over-size. If penalty is claimed then ODC charges on account of over dimension shall not be paid.



9.2. MoRTH fee shall be reimbursed on production of original receipt / permission copy clearly indicating the amount & vehicle detail.

**S-10. BUSINESS VOLUME:**

10.1. It is expected that during 2 years of contract period, about 160 Lakh-MT-KM load shall be transported both for incoming and outgoing consignments. This business volume is only indicative and actual will vary depending upon our operational requirements by  $\pm 30\%$ .

10.2. The approximate proportion of business volume, expected in each combination of Weight Class, and Categories is given in the following table

<u>Distance Slab</u>	<u>Weight Class</u>	<u>Business Volume in Lakhs MT-Km</u>
	(M4)- From 100MT & upto 135MT	41
	(M5)- Above 135MT & upto 189MT	22
	(M6)- Above 189MT & upto 200MT	4
	(M4)- From 100MT & upto 135MT	45
	(M5)- Above 135MT & upto 189MT	26
	(M6)- Above 189MT & upto 200MT	6
<b>GRAND TOTAL</b>		<b>144</b>

AGM (CDC)  
BHEL, Jhansi



Annexure 'S-A'

**SCHEDULE OF RATES (Price Bid Format)**

<u>Distance Slab</u>	<u>Weight Class</u>	<u>Business Volume in Lakhs MT-Km</u>	<u>Rates in Rs./MT-Km</u>	Total amount in Rs. Lakhs (3) X (4)
(1)	(2)	(3)	(4)	(5)
	(M4)- From 100MT & upto 135MT	41		
	(M5)- Above 135MT & upto 189MT	22		
	(M6)- Above 189MT & upto 200MT	4		
	(M4)- From 100MT & upto 135MT	45		
	(M5)- Above 135MT & upto 189MT	26		
	(M6)- Above 189MT & upto 200MT	6		
<b>Grand Total</b>				
<b>Grand Total (in Words) -</b>				

**Note:**

- i) All columns are to be filled. No column should be left blank.
- ii) Rates are to be offered for all Distance Slabs & Weight Class.
- iii) Rates are to be written/typed/printed both in words and figures legibly.
- iv) In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure-V of 'Business Rules of Reverse Auction' shall be followed.
- v) L1, L2, L3 etc shall be decided on the basis of Grand Total (upto two decimal places)
- vi) Offer shall be valid for 4 months from the Date of Reverse Auction
- vii) Goods & Service Tax extra as applicable.

viii) In line with clause no. G31, option opted is  
(i.e. Reverse charge OR forward method)

Date:

(Signature & Seal of the Bidder)



**CHECK LIST FOR OFFER EVALUATION**

**Annexure -'G-A'**

( Forming part of Techno-commercial [Part-I] bid)  
(All statements to be substantiated with documentarily evidencing the same in the name of Bidder / firm only. Enclosures to be submitted orderly placed, serially numbered & properly Secured / bound , leaving no loose sheets)

Sr No	Particulars for evaluation of techno-commercial bid	Comments/ Remarks by Bidder	Page No.
1	Is bid submission strictly in order as per tender clauses of General terms & conditions? Have all the statutory documents required as per Clause G-3 of Tender document submitted?		
2	Tender Cost of Rs. 2000/- (Rupees two thousand only) + VAT@18%		
3	EMD of Rs. 5.0 /- Lacs (Rupees Five Lakhs only)		
4	Tender Document including price bids duly signed and stamped by bidder as a token of acceptance		
5	Company Profile of General Terms & Condition (Annexure G-B)		
6	Statement of evaluation (Annexure G-C)		
7	Banker's certificate (Annexure G-D)		
8	Audited annual report and balance sheet of last 3 years		
9	Income Tax Return for the f last 3 years Financial years.		
10	IBA approval /valid IBA certificate (enclosed certified copy of approval)		
11	Self-certification affidavit cum agreement (Annexure G-E)		
12	RTO Authentication of vehicle (Annexure G-F)		
13	Verification statement of submitted documents with original (Annexure G-G)		
14	Integrity Pact duly signed & stamped (Annexure G-H)		
15	Declaration on Rs.100/- non-judiciary stamp paper regarding non-blacklisted, not-put on hold, not booked by court of law etc		
16	Price Bid - Schedule of Rates (Part-II) in separate envelope		
17	Specific deviations if any, to our Terms & Conditions (enclosed separate sheet)		

Place

: Signature of the authorized signatory affixing official Seal of the bidder

Name

Date

: Designation



**Annexure – 'G-B'**

**Company Profile of the Bidder**

1. Name of the firm/concern:
2. Nature of the firm/concern:
3. Year of inception:
4. IBA Code No.:
5. Income Tax PAN Number:
6. Registered Office:
7. Corporate Office:
8. Zonal Office:
9. Office for Immediate Reporting:
10. Website:
11. Landline Phone Number & Mobile No.:
12. Fax Number:
13. E-mail id:
14. Company incorporation details:
15. Board of Director:
16. Business Activities:
17. Bankers:
18. Paid-up Capital:
19. Annual turnover:
20. Membership of Professional Associations, if any
21. Associates, if any.

(Signature of the Authorized signatory affixing official seal of the Bidder)

Name:

Designation:



**STATEMENT FOR EVALUATION**

1. Name of the firm: \_\_\_\_\_
2. Year of Inception \_\_\_\_\_
3. Nature of firm/concern: \_\_\_\_\_  
(Proprietorship/partnership/Private Ltd/Public Ltd)

Note: Documents substantiating the nature of firm/concern to be submitted. In case of Partnership concern, duly notarized copy of the Partnership Deed, Resolution of the Partnership etc. or Power of Attorney in the name of the person signing the tender)

4. Name of Partners/Proprietors/Directors.
  - a. Shri/Smt. \_\_\_\_\_ S/o-W/o \_\_\_\_\_
  - b. Shri/Smt. \_\_\_\_\_ S/o-W/o \_\_\_\_\_
  - c. Shri/Smt. \_\_\_\_\_ S/o-W/o \_\_\_\_\_

5. Details of last three years turn-over (Rs. in Lakhs) (substantiated with audited annual report or balance sheet submitted to Income Tax as applicable)

2014-2015	2015-16	2016-17

6. Address & Telephone No. of local office at Jhansi and contact person.
7. Name of the person(s) authorized for signing the contract/dealing with BHEL

Place:  
Date:

(Signature of the authorized signatory affixing official seal of the bidder)

Name :  
Designation :



**Annexure-‘G-D’**

**PROFORMA FOR BANKER’S CERTIFICATE ON BANK LETTER HEAD  
TO WHOMSOEVER IT MAY CONCERN**

M/s -----  
(Name of the transporter with address)

(A limited company/private company/ partnership/ proprietorship) is maintaining a  
Current A/c with us.

During the previous year’s firm’s transactions with the bank had been as under:

(in Rs. Lakhs)

Particulars	2014-2015	2015-16	2016-17
Bank transactions			
Cash Credit/OD limit			
Any other aspect			

The Bank Transactions of the firm has been found satisfactory and their financial position is sound.

Place:

Date:

Authorized signatory of the Bank with Seal.



**ANNEXURE 'G-E'**

**Affedavit / Agreement**

(To be executed on non-judicial stamp paper worth Rs.100/-)

Bharat Heavy Electricals Limited, Jhansi  
 Acting through the:  
 Sr Dy General Manager (CDC)  
 Central Dispatch Cell  
 BHEL, Jhansi-284120 U.P.

1. I/We.....have read the various conditions to tender No. CDC/T/17-18/123 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 2 months from the date of opening the same.
3. A sum of Rs. 18,10,000/- (Rupees Eighteen Lakhs Ten Thousand Only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit in the form of Bank Guarantee & DD/FDR (as elaborated in the tender document) from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under:-  
 That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, the .....day of ..... 2017 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

Name(s) :  
 Designation/Position  
 Address :  
 Tel .No. :  
 Fax No. :  
 e-mail id:

Name & Address of witnesses:

1. Signature :  
 Name :  
 Address :  
  
 2. Signature :  
 Name :  
 Address :

Place:



Date:

**Annexure – ‘G-H’**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) herein after referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**And**

\_\_\_\_\_ (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART.

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principals: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to

obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines on Banning of Business dealings with Suppliers/ Contractors” framed by the Principal.

#### **Section 4 – Compensation for Damages**

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

#### **Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all sub-contractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/

Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 –Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action.

The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word „Monitor“ would include both singular and plural.

## **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal  
(Office Seal)

Place.....

Date-----

Witness:\_\_\_\_\_

(Name & Address):\_\_\_\_\_

-----

For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness:\_\_\_\_\_

(Name & Address):\_\_\_\_\_



**Annexure 'G-I'**

**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 on 'freight billing')

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

Consignment Note (L/R) No	<input type="text"/>	<input type="text"/>
Freight Bill No.	<input type="text"/>	<input type="text"/>
Dispatch Advice Note No.	<input type="text"/>	Date: <input type="text"/>
Work Order No.	<input type="text"/>	charges: (Rs) <input type="text"/>
Consignee	<input type="text"/>	Destination: <input type="text"/>

**Particulars of damage/shortage/discrepancy reproduced as reported:**

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, Received 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-J'**

**Lorry Receipt Proforma**

Name and Address of the Transporter

Prescribed L/R Proforma

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No.

Date:

Dispatch Control No.

Consignor's Name & Address:

From:

Consignee's Name & Address:

To:

**ON ACCOUNT OF BHEL, Jhansi**

Dispatch Advice Note No.

Excise Invoice No.

Dimension/size: (mm) ..... (L)x ..... (W)x .....(H)  
Actual/Vol. Equated

Weight:

Kg

Work Order No.

No. of : ..... Packages ..... Crates .....

Loose

Freight	Destination	Distance (km)	Rate	Contract Ref. No.	
TP / TBB					
Vehicle No.	Category of dispatch	Basis of Delivery	Road Permit/Way Bill		
		Door/Godown			
No	Description of consignment	Weight (Actual)	Freight Billing	Particulars	Amount(Rs)
		(Charged)			
<b>Declared value of consignment Rs.</b>				<b>Total</b>	

- The transporter undertakes and agrees to and shall deliver the consignment in the same order and condition as received and loaded from the Consignor safely and timely to the Consignee.
- Transporter shall at all times observe its obligation strictly as per rate contract conditions and shall be responsible for safe and due delivery and for any loss or damage that arises due to negligence, default, failure to take reasonable precautions, malafides or criminal or fraudulent actions.

Signature of the authorized booking  
Official of the Transporter with seal

Certified that:

- The dispatch has been made vide Control No. .... as above on .....
- That the particulars of the consignment mentioned herein are true, correct and correspond to the entries and descriptions in our records and related documents in our possession or control.
- The entries furnished by the authorized booking official of the transporter are duly verified & checked for its correctness and compliance with the rate contract provisions and accordingly are certified and authorized for claiming freight payments.

Date

Signature of the authorized dispatch official of Consignor with seal\\



(LR Back Side)

ANNEXURE 'G-J'

Acknowledgement/Receipt of Consignment

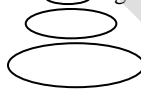
Received ..... case(s) ..... crates(s) ..... loose ..... bundle(s) on  
(date) ..... through ..... (type) Regn.  
No(s)..... sent vide Consignment Note/LR  
No..... dated ..... in [\*] proper/damaged  
condition .

Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal

[\*] Please tick mark applicable scoring the others.



To be got pre-printed on reverse side of the  
**'Freight Bill Copy'** of the L/R on good  
quality paper of not less than 60 GSM  
sufficing to obtain quality Xerox copy as  
& when required by various agencies.

Non-payment Certificate

It is certified that:

1. Consignment as per details overleaf is received.
2. Freight charges against the Consignment Note/LR No. .... dtd. .... booked on  
**'TO PAY'** basis is **not** released to the transporter by us for reason(s)  
.....  
.....  
.....
3. Freight bill may be passed by the Consignor for payment to transporter and claimed from the  
Consignee through Invoice L/R.
4. No claim is pending with us for freight changes against the subject L/R.
5. Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal.



**FREIGHT BILL PROFORMA**

**ANNEXURE 'G-K'**

To, BHEL, JHANSI.

**Control No.**

Bill No. .... / .....

Date: .....

Dispatch Advice Note No.

Control No.	
<input type="text"/>	<input type="text"/>

Consignee/Customer:

Destination Booked To:

Size of consignment: .....(L) x .....(W) x .....(H) in mm

W.O. No:

Sales Group:

Loaded at W/H: .....

L/R No.

L/R Date:

Exit Vehicle No.

Exit Date

Vehicle type:  TM  TH

Delivery Vehicle No.

Delivery Date

Condition of consignment on delivery

SAFE

CLUBBED

DAMAGED

TRANSSHIPPED

**Reason, if any, for late delivery** (to be stated and documentarily substantiated)

**Freight calculation:**

Ref. to Rate Contract applicable.	Distance (kM)	Rate/kM (Rs)	Weight in kg		Freight (Rs)
			Actual	Charged	Claimed
			Unloading charges		
			ODC charges, if any		
			Any other.....		
			Penalty for delay		
			Total		

(in words)

Enclosures (in duplicate)

1. Original LR freight bill copy with proper acknowledgement and a (legible) copy of the same with weight, ODC documents.
2. Non-payment certificate from Consignee in case of TO-PAY.
3. Original authoritative receipt in case of Octroi, Loading/Unloading, charges etc. duly authorized by the concerned.
4. Damage/Shortage certificate, if applicable
5. Documentary evidence, if any, against the penalties.

Date: .....  
 Authorized Signatory with Seal

Passed for payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Cheque to M/s \_\_\_\_\_

(Name of the Transporter, pre-printed)

Against **Budget Code:: 7810** .....

Certified that:

1. No Contingent Bill for this consignment has been passed for payment previously.
2. The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
3. Freight charges are processed and passed for payment in accordance with the rate contract conditions.

Prepared

Checked

Approved





## **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

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

1. Decision to go for RA would be taken after evaluation of techno-commercial bids. In case of RA, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. 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)).
4. 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.
5. 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.
6. 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)).
7. As a reminder to the bidders, system will flash following message (in RED Colour) during the course of 'online sealed bid': ***“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”***
8. In line with the NIT terms, BHEL will provide calculation sheets (e.g. EXCEL sheets) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
9. the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder.



- 
10. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
  11. All bidders who had given online sealed bid will see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price irrespective of quote received in RA or online sealed bid.
  12. **Failure of RA:** RA shall be treated as failed in the following scenarios:
    - a) In case no bidder accepts the start price.
    - b) In cases where the number of online sealed bids are less than four before removal of highest bidder.
    - c) In cases of tie among H1 bidders, even after extension of submission of online sealed bids once by 15 minutes.

Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a), b) or c) satisfies.

13. **Treatment of RA failed scenarios:**

In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

14. **Processing of case after RA:**

- a) After declaring L1 upon completion of RA, the envelope sealed price bid of L1 bidder shall also be opened for placement of order on lower of the two bids (RA closing price & envelope sealed price) and file is to be processed as per extant policy provisions. Action as per NIT terms is to be taken if online sealed bid is higher than the envelope sealed bid.
- b) Relative position of bidders (for usage in cases of predefined splitting the quantities) shall also include bidders who have given 'online sealed bids' but have not given further bids in auction. In case of splitting requirement, H1 bidder may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.
- c) In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.
- d) For providing preference to Domestically manufactured Electronic Products, in accordance with Department of Electronics and Information Technology (DeitY) Gazette Notification No. 33(3)/2013-IPHW dated 23.12.2013 and its related notifications issued from time to time, H1 bidder removed from further bidding may be considered for counter offer to meet domestic bidder requirement for the item(s) under procurement.



**15. Processing of cases where RA is not done:**

In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

**16. Others:**

- a) In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- b) BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding on internet.
- c) Bidders are advised to read the 'Business Rules' indicating details of RA event carefully, provided by the Service provider, before reverse auction event.

DRAFT