



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/17-18/133

DATE: 25.05.18

SUB: TENDER DOCUMENT (TWO PART BID) FOR TRANSPORTION RATE CONTRACT BY MECHANICAL TRAILER

1. Sealed bids are invited from reputed, IBA approved, financially sound transporters for award of rate contract for the work of transportation of consignment by Mechanical trailer for a period of 6 months with a provision of further extension up to 3 months on the same terms and conditions with mutual consent.
2. This documents shall be referred as **CDC/T/17-18/133** and it consists of the following documents

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1	Covering letter	2
2	Tender document including Terms and Conditions	30
3	Annexure to the Tender document - 12 Annexure	15
4	Schedule of Rate – Price Bid	1

3. **Scope of work:** We have transport Power Transformers accessories, Oil drums and traction transformers to various destinations in Bihar, Jharkhand & West Bengal (destination beyond Siliguri not included) on a Mechanical trailer.
Tentative destinations are CLW, Chitranjan, Nabinagar, Katwa, Dist. Burdwan. Mahachanda, Dist. Burdwan, Siliguri, Adisaptagram, Dist. Hooghly
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 Tender Cost, 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/17-18/133” and due date of opening only.
5. **Cost of Tender Document** : Rs 1000/- + GST 18%.
6. **Earnest Money** of Rs. 1.08 Lacs (Rs. One Lac Eight thousand only) is to be deposited in the form of Account Payee Bank Draft in favor of “BHEL Jhansi” payable at Jhansi.



7. 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/17-18/133 and “Due Date of opening **19-June-2018...**and addressed to:

**AGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284120 (UP)**

8. Above bid to reach on or before **...19-June 2018...**, 1315 Hrs, in tender box.
9. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date...**19-June-2018...**The sealed common envelope and first sealed envelope containing “Part I–Technical Bid” will be opened on the same day i.e. **...19-June-2018...** at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
- 10. Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender. Refer relevant clause of Terms & Condition
12. 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.
13. 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.
14. 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.**
15. 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**



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL, Jhansi - 284120

Central Dispatch Cell

TENDER DOCUMENT
For
Rate Contract for
Transportation of consignment
by Mechanical Trailer in Bihar, Jharkhand &
West Bengal (MB5 ZONE)

Tender Document No.
CDC/T/17-18/133
Date 25th May'18



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G-1) **SCOPE OF WORK**

We have transport Power Transformers accessories, Oil drums and traction transformers to various destinations in Bihar, Jharkhand & West Bengal (destination beyond Siliguri not included) on a Mechanical trailer.

Tentative destinations are CLW, Chitranjan, Nabinagar, Katwa, Dist. Burdwan. Mahachanda, Dist. Burdwan, Siliguri, Adisaptagram, Dist. Hooghly

Consignments have to be transported to / from following Zone: -

	Jhansi to Anywhere for distance 500 KM or more
MB5	West Bengal (destination beyond Siliguri not included), Jharkhand, Bihar

Mechanical trailers are classified into following three weight classes: -

CATEGORY *	M1	M2	M3
Consignment Weight (MT)	Upto 22 MT	Above 22 MT to 26 MT	Above 26 MT to 32 MT

* 12 Wheeler Truck having passing weight 21 MT or above, shall also be considered as mechanical trailer under M1 category.

- 1.1. The approximate **Business volume** in 6 months period is expected to be **16.38 Lakhs MT-Kms** with a variation of $\pm 30\%$. For proportional break, refer relevant Clause on business volume.

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 10 Mechanical Articulated Trailers with pullers (not more than 10 years old on the tender opening date) with minimum capacity of 40.20 MT Gross Vehicle Weight (GVW) including minimum two trailers with minimum capacity of 49.00 MT (GVW), registered in the name of bidder duly substantiated by the notarized copy of valid registration certificate as on due date of opening of tender. The definition of 'TRAILER' for the purpose of this contract shall be '**articulated vehicle**' comprising of prime mover and trailer with proper turning arrangements to negotiate road curves.



b) **FINANCIAL REQUIREMENT:**

TURNOVER - Average Annual financial turnover during the last 3 years, ending 31st March 2018 should be at least Rs 16.20 Lakhs. Turnover duly certified by CA, shall also be considered for the year 2017-18.

Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA Certificate to be submitted as a supporting document. If turnover details of all three years are not available then average shall be calculated by dividing the available years turnover by 3.

Note;- Provisional turnover for the financial year 2017-18 duly certified by C.A. shall also be acceptable for evaluation purpose.

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. (Documents as per Clause G-3.1, 1)

OFFICE RELATED REQUIREMENTS

- i. For bidding in MC2 & MC4 Zone, bidder should have a branch in Mumbai & Bhopal respectively. 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.
- ii. For smooth transport of our imported consignments from Mumbai/JNPT Ports the transporters shall have establish office with the same facilities as mentioned in clause above with a skilled & educated staff at for liaison and coordination with BHEL, ROD, Mumbai. If not, then bidders have to establish the facilities mentioned above within 30 days from the date of issue of Letter of Intent.
- iii. Bidder must have an office in Jhansi, equipped with a computer with e-mail facility and a mobile phone. 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.
- iv. Contract shall be awarded only after the above facilities are established. In case of failure to establish the above facilities within the stipulated time, EMD may be forfeited.



G-3) STATUTORY DOCUMENTS

- 3.1. The following documents along with a covering letter should be attached with the offer (Techno-Commercial Bid, Part-1). All the attached document should be page numbered
- Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
 - Earnest Money of Rs. 1.08 Lacs (Rs. One Lacs eight thousand only)
 - Receipt of Cost of Tender of Rs 1000/- + GST 18%.
 - Company Profile of Bidder (Annexure G-B)
 - Statement of Evaluation (Annexure G-C)
 - Banker's certificate (Annexure GD)
 - Audited annual report / balance sheet/ Profit & Loss account / CA Certificate, of last 3 years .
 - Branch list
 - Copy of Income Tax return for three previous financial years.
 - Self-Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-
 - Self-Declaration on Rs.100/- non-judicial stamp paper as Clause.3.2 and Clause 3.4.
 - Valid IBA Certificate on Bank Letter Head
 - Copy of tender document signed by authorized signatory and stamped on each and every page as a token of acceptance.
 - Blank price bids duly signed and stamped (Price bid in prescribed format without price).
 - A sealed envelope containing price bids.
 - Verification statement of Submitted documents (Annexure G-G)
- 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:
- Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
 - 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.
 - 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.
 - Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
 - Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2016-17 & 2017-18) on account of non-performance.



3.3. The Bidder should submit the following documents along with the offer & comply with the requirements

- a. Authorized Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorized/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) 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 Clause 4.3
- 4.2. Price bid (Part-2) shall be evaluated in following manner: -
- Bidders shall quote the 'MB5 Zone' rates for three vehicle categories.
 - The price bid will be evaluated on the **Grand Total** (i.e. Business Volume x Quoted rates of three vehicle categories M1, M2 & M3).

- 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 five transporters in MB 5 zone. 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
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 'G-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 six months 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-G	Verification statement of Submitted documents
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-M	Guidelines For Dealing With “Discrepancy In Words & Figures
12	G-N	General Terms and 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 overriding 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 to be executed for this work, 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 sign 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 as Electronic Fund Transfer credited in BHEL account (before tender opening). The BHEL Bank Account details is as follows, Bank Name:- SBI, A/c No. :- 10670828866, IFSCCode:- SBIN0003807, A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED.

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)

- 10.1.1 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.
- 10.1.2 The total amount of security deposit will be 5% of the contract value. EMD of successful tenderer shall be converted and adjusted towards the required amount of security deposit.
- 10.1.3 Transporter shall submit the 'Performance Security Deposit' within 30 days of issue of Letter of Intent (LOI). Electronic Fund Transfer credited in BHEL account. The Performance Security Deposit shall not carry any interest.
- 10.1.4 Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 10.1.5 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.
- 10.1.6 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 six months 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 corresponding 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 by registered post acknowledgement due 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 arises.



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 in any 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 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.
- 15.4 The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 15.5 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.

- 15.6 Transporter shall not auction any material belonging to BHEL where customer/supplier has defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for 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.
- 15.7 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 Transporters shall endeavor that direct to destination vehicles are placed for loading the consignment(s) and collection of incoming material. In exceptional cases, transporters may seek transshipment with reasons & the same may be permitted by CDC / MM / CRX executive not below the rank of Sr Manager.
- 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 In case where unauthorized trans-shipment is done & goods are damaged, Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.
- 18.4 In all cases of trans-shipments, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- 18.5 Transshipment is allowed on same / higher capacity vehicle, after taking prior permission from BHEL. Transporter has to submit copy of RC of transshipped vehicle



- along with the bill. If the transporter fails to submit copy of RC of transshipped vehicle, then it will be treated as un-authorized transshipment as per Clause 18.2.
- 18.6 Transshipment (authorized) shall be done under strict supervision of the transporter / his representatives to ensure safety of the consignment / item being transshipped.
- 18.7 Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site & transported back to BHEL / Suppliers' work free of charge.
- 18.8 Vehicle shall not carry any other consignment in the same vehicle en-route. Should such a case be found, appropriate action including disallowance of freight / recovery of damages shall be taken.

G-19) PLACEMENT OF VEHICLES

- 19.1 The transporter should ensure that vehicles placed have valid registration, insurance, permit and fitness certificate.
- 19.2 At least 5 days advance notice for placement of trailer will be given by BHEL OR BHEL suppliers indicating required date of placement of vehicle. The transporters are expected to place the vehicle within 2 days of the demanded date. In case the vehicle is not placed within 2 days of demanded date, penalty of Rs.5000/- shall be imposed and request for placement shall be given to the next transporter in order of work performed till date.
- 19.3 In case the vehicle is not placed within the timeframe as specified above, BHEL reserves right to get the transportation done at the Risk & Cost of the transporters. In such cases penalty on account of late placement of vehicle of Rs.5000/- shall not be recovered.

G-20) CONSIGNMENT WEIGHT / MEASUREMENTS:

- 20.1 Charged Weight for calculation of freight shall be as per Clause S-1 of Special Terms & Condition. However, all efforts shall be made to utilize the maximum capacity (Weight / Size) of the vehicle.

For Volumetric consignment, 1 Cu-feet shall be equivalent to 10 Kgs

- 20.2 For destination in Hilly area (destinations beyond Pathankot in Jammu & Kashmir, Rishikesh / Kashipur in Uttaranchal and Parmanoo / Kiratpur in Himachal Pradesh & Siliguri in West Bengal) there may be restriction on the weight allowed to be transported by trailers i.e. less weight permitted compare to rated capacity).



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 Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 21.5 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.
 - Distance to destination in Km and rate of freight.
 - Dispatch Control Record Entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
 - 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.



- At present this excess is Rs 20,000/- or 0.25% of consignment value, whichever is higher & may change from time to time.
- 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 15 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 transporters shall be bound to report movement progresses of all consignments through electronic communication systems such as Mobile, Phone, e-mail, web based monitoring system or any other mode desired by BHEL at regular intervals.

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.

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, Map of India etc shall be referred to find out the shortest feasible route. Head (CDC) shall verify the shortest distance for all the zones. **Indicative list of distances of some sites from Jhansi is enclosed.** The list is not exhaustive & transportation to other destination shall also be covered in this contract. Alternate routes shall be allowed only on exceptional cases / force majeure conditions with the approval of GM.

25.3 For any destination in Andhra Pradesh / Telengana, shortest feasible route avoiding Orissa / Chattisgarh would be allowed.

25.4 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) 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-28) TRANSIT PERIOD AND PENALTY FOR DELAY IN DELIVERY:

28.1 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 and geography of route (Hilly/Plain)



28.2 Allowable average speed in Km/Day for calculation of transit period is as following

Vehicle Category	Plain Area	Hilly Area*
(M1)- Upto 22 MT	180	80
(M2)- Above 22 MT up to 26 MT	150	70
(M3)- Above 26 MT up to 32 MT	120	60

* For Hilly area, refer relevant Clause of the tender.

For consignments having height more than 2800 mm, relaxation of 10% of average minimum speed shall be allowed for each slab of 200 mm of excess height over 2800 mm.

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.

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

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

- Inter-state check post clearance at state borders - 1 day per check post or on actual, based on documentary proof such as release document, intimation by e-mail, copy of way-bill etc.
- Self & Delivery against consignee copy - 7 days
- One working day for Exit & One working day for entering the destination shall not be counted in the transit period.
- In case of requirement of documents such as entry tax exemption, octroi tax exemption, way bill etc, additional grace period shall be allowed on actual basis based on the date of last document issued.

28.4 **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.

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

28.6 The transit period shall commence from date of LR. The date of reporting at destination shall be taken as the delivery date, if the unloading is not in the scope of the transporter. If Unloading is in the scope of the transporter, then Date of Unloading shall be taken as the delivery date. Two days will be given for Unloading the consignment. If unloading is delayed beyond two days, the delay would be added in the transit period. Proof of date of delivery shall be the responsibility of the transporter.



- 28.7 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% shall be levied.
- 28.8 In case of excessive delay en-route, BHEL reserves right to get the transportation done at the Risk & Cost of the transporters. Transporter shall extend all help in transshipping the material to BHEL authorized vehicle.

G-29) DELIVERY & ACKNOWLEDGEMENT:

- 29.1 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.
- 29.2 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.
- 29.3 The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments.
- 29.4 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-30) FREIGHT PAYMENT:

- 30.1 Mode of payment of freight will be either on:
- "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination, OR
 - "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 **Taxes and Duties:**
Bidder has to confirm whether he is opting for reverse charge or forward method as prescribed for GTA in CGST/SGST/IGST Act 2017.
- 30.10.1 The option exercised in the bid shall be applicable for in the entire period of contract. No interim changes are allowed.
- 30.10.2 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.
- 30.10.3 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.
- 30.10.4 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/services. Proper bill & documents are to be submitted by bidder along with proper uploading on GST portal as per clause.
- 30.11 **LD/Penalty :**
In case of transit delay, a penalty of 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.

G-31) FREIGHT ESCALATION

- 31.1 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 quarterly, as under:
-



- 31.2 The rates at which the work is awarded initially will remain firm till the end of that quarter (31st March, 30th June, 30th Sept & 31st Dec) without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm upto 31st March. If rate contract is effective from 30th March, rate will change from 1st April which will remain same up to 30th June.
- 31.3 The retail sale price (RSP) of diesel applicable for State Capital (Lucknow) obtained from the website shall be the basic for calculation of Price Change of freight rates
- 31.4 Percent increase /decrease in freight rate shall be 0.30 times of percent increase in average Retail Sale Price (RSP) of diesel w.r.t base rate indicated in tender.
- 31.5 The freight rates prevailing on the date of LR from plant shall be applicable for that consignment.

1. Example:

Date	Retail Sale Price in Rs.
As on Base Date	50.00
1-Apr-2017	54.72
1-May-2017	54.56
1-Jun-2017	57.39
Average	$(54.72+54.56+57.39)/3=55.61$
Percent Increase w.r.t. RSP on base date	$(55.61-50.00)/50.00 = 11.22 \%$
Percent Change in Freight Rates	$0.30 \times 11.22 = 3.34 \%$

This increase in Freight Rates shall be applicable in period from 1st Jul'17 to 30th Sep'17. Freight increase on any other account will not be permissible.

G-32) OCTROI / ENTRY TAX:

- 32.1 The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage. Wherever required, the transporter will take the assistance of the concerned product commercial group/ROD to obtain Octroi exemption certificate.
- 32.2 Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.

G-33) 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-34) PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:

- 34.1 The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.
- 34.2 Business distribution as specified in Tender document may therefore, vary from time to time, depending upon the performance of the transporters.
- 34.3 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-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 TRAILER LOAD

For qualifying for trailer load the consignment should meet the any of the following conditions: -

- The weight of consignment is between 15 MT and 32 MT, **or**
- The width of the consignment is more than 2100 mm, **or**
- The length of the consignment is more than 7000 mm.

A separate contract will be done for the consignment height more than 3200 mm or where there is height restriction like hilly area, over hanging cliffs, under bridges etc.

S-2. MINIMUM CHARGEABLE WEIGHT - Minimum Chargeable Weight (MT) for three weight classes shall be as under: -

CATEGORY *	M1	M2	M3
Consignment Weight	Upto 22 MT	Above 22 MT to 26 MT	Above 26 MT to 32 MT
Minimum chargeable Weight	22 MT	26 MT	32 MT

* 12 Wheeler Truck having passing weight 21 MT or above, shall also be considered as mechanical trailer under M1 category.

Transporter has to place suitable vehicle for the allocated consignment. Freight shall be calculated on minimum chargeable weight / maximum carrying capacity of the vehicle placed, whichever is lower. Over loading of vehicle is strictly not permitted.

S-3. MINIMUM CHARGEABLE DISTANCE shall be 300 Kms. Minimum Chargeable distance within the BHEL premises including township shall be 25 Km. However, for delivery of consignments to destinations within radius of 50 Km by road from BHEL Jhansi, the chargeable distance shall be 100 KMs.

If the trailer is brought back inside the factory premises after exit for correction in lashing or loading, no freight shall be paid.

If the trailer is placed as per the request of BHEL and is send back without loading for any reasons not attributed to the transporter, then freight of 100 Kms shall be paid.

Under no condition, freight amount for higher distance shall be lesser than the freight amount for shorter distance in MB5 zone. Under such circumstances higher of the two shall be payable. e.g. Basic freight charges for transporting a consignment for a distance of 510 Km in MB5 zone shall not be less than transporting a consignment for a distance of 495 Km in MB5 Zone.

S-4. ODC CHARGES in slabs of 200 mm in height & width and 800 mm in length or part thereof for each ODC shall be payable for extra dimensions of the consignments beyond the following:

	LENGTH	WIDTH	HEIGHT
DIMENSION (mm)	12100	2600	2600



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 or length) whichever is more. This extra freight will be calculated on the minimum chargeable weight of the consignment / maximum carrying capacity of the vehicle placed, whichever is lower.

If the transporter places extra-long vehicle (more than 40 feet long) for multi-piece consignment, extra freight shall be paid on pro-rata basis. Example – If the transporter transports a multi-piece consignment on a 70 feet trailer, then freight calculated on normal trailer (40 feet long) will be multiplied by 70/40.

Penalty on account of over dimension shall not be reimbursed. Dimension of the consignment shall be rounded off to nearest 100 mm and should be certified by person not below Manager.

S-5. LOADING & UNLOADING CHARGES

- 5.1. BHEL shall be responsible for loading/unloading of all outgoing and incoming consignments in its factory premises.
- 5.2. If, BHEL requires the transporter that outgoing consignments are to be unloaded, at the project / customer site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's fullest satisfaction.
- 5.3. Billing will be allowed on the basis of certificate of consignee/customer/BHEL Site representative/Commercial.
- 5.4. For multi-piece consignment, unloading charges shall be paid as following

VEHICLE CATEGORY	M1	M2	M3
Charges per vehicle (Rs.)	10000	12000	15000

- 5.5. Unloading charges for single-piece consignment above 15 MT, shall be paid @ Rs 1000/- per MT

S-6. CHARGES FOR DRAGGING TO PLINTH & PLACING ON PLINTH

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

1. Dragging Charges

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

Dragging distance shall be calculated from unloading point to plinth / rail line whichever is shorter.

2. Placement on / Removal from plinth - Rs. 30000 per transformer

Dragging charges and charges for placement on / removal from plinth shall be paid on certification from site in-charge / commercial/ ROD.



S-7. CIVIL WORK CHARGES: -

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

S-8. LETTING FEE (PENALTY) REIMBURSEMENT

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 and copy of notification issued by state government. Receipt should clearly indicate that the penalty is on account of overloading **or over-size**.

S-9. RAILWAY POWER BLOCKADE CHARGES:

All charges paid to Railways shall be reimbursed on production of original document. In addition, Rs 10000/- per crossing shall be paid towards cost of hiring of cranes, dismantling & Assembly of height gauge at Railway crossing.

S-10. DETENTION CHARGES

- 10.1. 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 / en-route, the vehicle is detained for more than two days excluding day of entry, detention charge shall be paid @ Rs 2000/day. 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. Example - If the consignment reaches the destination on 1st and is released on 8th then the detention of 4 days can be paid.
- 10.2. 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.
- 10.3. Documents such as GPS record duly verified by CDC In-charge, record 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.
- 10.4. No detention charges, whatsoever, shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.



S-11. RENTAL CHARGES

If the vehicle retained in loaded condition for the purpose of testing of consignment by CPRI / Customer / other testing agency, Rental charge @ Rs 2000 / day shall be paid after 2nd day excluding day of entry & exit.

S-12. BUSINESS VOLUME:

- 12.1. It is expected that during 6 months of contract period, about 16.38 Lakh-MT-KM load shall be transported both for incoming and outgoing consignments.
- 12.2. This business volume is only indicative and actual may vary by $\pm 30\%$ depending upon our operational requirements. The approximate proportion of business volume, expected in each combination of Weight Class, and Categories is given in the following table

	ZONES	BUSINESS VOLUME (LAKH-MT-KM)		
		M1	M2	M3
	Jhansi to Anywhere for distance 500 KM or more			
MB5	West Bengal (destination beyond Siliguri not included), Jharkhand, Bihar	13.20	0.78	2.40



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 · N o	Particulars for evaluation of techno-commercial bid	Comments/ Remarks by Bidder	Compliance enclosed at page...of offer
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. 1000/- + 18% GST as applicable		
3	EMD of Rs. 1.08 Lacs/- (Rupees One Lakh Eight thousand 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 GD)		
8	Audited annual report or balance sheet of last 3 years		
9	Income Tax Return for the last 3 Financial years.		
10	IBA approval /valid IBA certificate (enclosed certified copy of approval)		
11	Self-certification affidavit cum agreement (Annexure GE)		
12	Verification of Statements of Submitted documents(Annexure G-G)		
14	Declaration on Rs.100/- non-judiciary stamp paper regarding non-blacklisted, not-put on hold, not booked by court of law etc		
15	Price Bid - Schedule of Rates (Part-II) in separate envelope		
16	Contact details (e-mail, mobile no.) of representative in Jhansi office for effective and fast communication.		
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



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. Phone Number:
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:



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

TENDER FOR TRANSPORTATION OF CONSIGNMENTS BY MECHANICAL TRAILER Enquiry No. CDC/T/17-18/133

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)

2015-16	2016-17	2017-18

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	2015-16	2016-17	2017-18
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'

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

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

1. I/We.....have read the various conditions to tender No. CDC/T/17-18/133 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.1.08 Lacs/- (Rupees One Lac Eight Thousand Only) is herewith forwarded as EMD in the form of Demand Draft/EFT 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 is 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, theday of 2018 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:

Place:
Date:

Name & Address of witnesses:

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :



Annexure – ‘G-G’

VERIFICATION STATEMENT OF SUBMITTED DOCUMENTS WITH ORIGINAL
Vehicles offered for eligibility against MB5 Zone(Bihar,Jharkhand & West Bengal)Transportation Rate
Contract No. CDC/T/17-18/133

Particulars	1	2	3	4	5	6	7	8	9	10
Regn. No										
Category										
Type										
Regd. Year										
Ownership										
Bed/Platform Type										
---- do ---- Size (LxWxH)										
No. of Axles										
No. of tyres										
Tyre size										
Wheel base										
Horse Power										
ULW, MT										
RLW, MT										
Pay Load, MT										
Date till	Tax paid									
	Permit									
	Fitness									
Coverage of permit										

Verified with original

Authorised signatory with company seal



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

--	--	--	--

 :

Freight Bill No.

 Date:

Dispatch Advice Note No.

 Date:

Work Order No.

 Freight charges: (Rs)

Consignee

 Destination:

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, Receipted L/R copy, Insurance Survey/Damage Report. [Please ✓ mark]

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

(For endorsement by concerned Commercial Group)



Annexure 'G-J'

Name and Address of the Transporter

Prescribed L/R Performa

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

Despatch Advice Note No.

Excise Invoice No.

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

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		
	Description of consignment		Weight	Freight Billing	Particulars	Amount(Rs)
			(Actual)		Freight amount ODC – Unloading charges Any other charges	
			(Charged)			
Declared value of consignment Rs.					Total	

- 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 authorised booking official of the transporter are duly verified & checked for its correctness and compliance with the rate contract provisions and accordingly are certified



and authorised for claiming freight payments.

Date

Signature of the authorized dispatch official of Consignor with seal

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

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.



ANNEXURE 'G-K'

Name & address of the transporter

To, BHEL, JHANSI. **FREIGHT BILL** **Control No.** Bill No. /
Date:

Dispatch Advice Note No.

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
Specific submission, if any:		Unloading charges			
		ODC charges, if any			
		Any other.....			
		Penalty for delay			
		Total			
(in words)					
Enclosures (in duplicate)			Date: Authorized Signatory with Seal		
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.					

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

AUTHORISATION LETTER

FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT / RTGS/NEFT)

(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)

BHEL Vendor/Supplier Code(s)

Company's Name

Address

City

State

Pin Code

Contact Person(s)

Telephone No.

MOBILE NO.

E-mail ID

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No. (IN FULL)

5. Account Type.

6. Bank's Branch Code

7. Bank IFSC RTGS / NEFT code

8. Enclosed cancelled cheque No.

[illegible]

DECLARATION :

1. I as representative / owner of the above named company, hereby authorize BHEL, Jhansi to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.
2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transferring Bank responsible.
3. This authority remains in full force until BHEL, Jhansi receives & acknowledge written notification requesting a change or cancellation.
4. I have received the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under e-payment/EFT/RTGS/NEFT.

Authorized Signatory

Company Seal

Date:

Verification by
Bank

**Note: All fields are mandatory & send the form duly filled with one original cancelled cheque to,
SR AO (SALES), FINANCE & ACCOUNTS DEPT, BHEL, JHANSI**



**“Guidelines for dealing with “discrepancy in words & figures –
quoted in price bid”**

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the Tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.

In case of a tie between two or more lowest bidders, snap bid shall be called with discount on the offered rates. If snap bid is not feasible then the L1 shall be decided with lottery system.



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).
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)."
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.



SCHEDULE OF RATES (blank Price Bids)

MB5 Zone - “Jhansi to Anywhere for distance 500 KM or more - West Bengal (destination beyond Siliguri not included), Jharkhand, Bihar”

Sl. No	Vehicle Category	% allocation (Vehicle category wise)	Business Volume in Lakhs MT-Km	Rates in Rs./ MT-Km	Total amount in Rs. Lakhs
1	M1- Upto 22 MT	76.7	13.20	xxx	xxx
2	M2 - Above 22 MT to 26 MT	4.6	0.78	xxx	xxx
3	M3 - Above 26 MT to 32 MT	18.7	2.40	xxx	xxx
		100	Grand Total		xxx
GRAND TOTAL (IN WORDS)					

Note:

- Goods & Service tax shall be paid extra as applicable.
- In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure G-M shall be followed .
- Price bid Format is attached as excel file, Bidder should quote the grand total price at Yellow cell only, by quoting at this cell, Automatically Vehicle category wise rate and Total amount in Rs. Lakh, vehicle category wise will be filled.**
- Rates are to be written/typed/printed both in words and figures legibly.
- If any bidder doesn't submit the price in price bid format or edit our price bid format ,then we shall evaluate the price bid ,based on grand total value of all items and item wise rate shall be suitably adjusted as per % allocation,(Vehicle category wise) as mentioned in our attached Price bid format with NIT.
- L 1, L2, L3 etc shall be decided on the basis of Grand Total .

Date:

(Signature & Seal of the Bidder)