

**TENDER DOCUMENT
OF RATE CONTRACT FOR
ALL INDIA ROAD TRANSPORTATION OF URGENT SMALL
CONSIGNMENTS WEIGHING UP TO 2.5 MT
THROUGH FAST CARGO MOVERS**



Maharatna Company

Celebrating 50 Years of Engineering Excellence (1964-2014)



**CENTRAL DESPATCH DIVISION,
HEAVY ELECTRICAL EQUIPMENT PLANT
BHARAT HEAVY ELECTRICALS LIMITED
RANIPUR, HARIDWAR (UTTARAKHAND)**



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BHARAT HEAVY ELECTRICALS LIMITED
HEEP, RANIPUR, HARIDWAR -249403 (U.K)

Phone: 01334-281784, Fax: 01334-226770; e-mail: vks@bhelhwr.co.in
(CENTRAL DESPATCH DIVISION)

Ref. No: BHEL/HWR/CDX/ENQ/1718-001

Date: 16/05/2017

TENDER ENQUIRY LETTER

Subject: Invitation of two part bids i.e. Techno-commercial & price bids for transportation contract for urgent small consignments weighing up to 2.5 MT through fast cargo movers from anywhere to anywhere in India by road.

Tender No. BHEL/HWR/CDX/ENQ/1718-001 Dated 16/05/2017

1. Sealed bids in two parts i.e. Techno-commercial (Part-I) & Price bid (Part-II) are invited in sealed covers super scribing the Tender No. and name of the work in two separate sealed envelopes. First sealed envelope marked as "Techno-commercial Bid (Part-I) and second sealed envelope marked as "Price Bid – Part – II".
2. Techno-commercial Bid (Part –I) shall be submitted in sealed envelope and be super scribed as following:-
 - a) Techno-Commercial Bid (Part-I)
 - b) Tender No. BHEL/HWR/CDX/ENQ/1718-001
 - c) Tender opening Date: **26/05/2017**
3. Price Bid (Part-II) duly filled as per the prescribed format at Annexure-C shall be sealed in separate envelop and super scribed with tender No. BHEL/HWR/CDX/ENQ/1718-001.
4. Above two sealed envelopes (Part-I and Part-II) should be again sealed in a common envelope super scribed with Tender No. **BHEL/HWR/CDX/ENQ/1718-001** and due date of opening and sent to following address:-

**Head of Material Management Department,
Tender Cell, IVth Floor, Main Administrative Building,
HEEP, BHEL, Ranipur Haridwar-249403.**
5. The two part bids are to be submitted on or before **26/05/2017 by 13:45 Hrs.** through post or dropped in person in tender box. Bids received after due date and time shall be treated as late will be rejected. BHEL will not be responsible for any postal delay.
6. Techno-commercial Bid (Part-I) will be opened on the same day i.e. on **26/05/2017 at 14:00 Hrs.** in the presence of parties who wish to be present on the occasion. Offer received after due date and time will be treated as late and will not be considered.
7. "Price Bid- Part-II" will be opened of those bidders only who will be Techno-commercially qualified and date of price bid opening will be intimated to them separately.
8. The rates shall be quoted **only in the price bid format enclosed at Annexure-C** both in words and figures. Wherever there is a difference between the words and figures, amount indicated in words only shall be considered as correct.

The bidder shall fill in all required particulars of the tender documents and also sign on each and every page of the tender document before submitting the offer.

9. Earnest Money of ₹ 40,000/- (Rupees Forty Thousand only) is to be deposited in favour of "HEEP, BHEL, Haridwar", and payable at Haridwar (Uttarakhand). The EMD shall be submitted along with **Techno-commercial** bid. Bids received without requisite EMD likely to be rejected.
10. This contract shall be valid for **twelve months from the date of award of the contract**.
11. Bidder is advised to read tender terms & conditions carefully before submitting the bid.
12. Any clarifications on the tender document can be sought from the undersigned before 26/05/2017 between 9 AM to 4 PM. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person / telephonically.
13. Any request for change of opening date of tender will not be entertained.
14. Following Annexures along with tender enquiry letter shall form part of the tender document:-

- | | | |
|---------------|---|--|
| a. Annexure-A | - | Letter from Bidder to AGM (CDX) |
| b. Annexure-B | - | Tender Terms & Conditions |
| c. Annexure-C | - | Price Schedule |
| d. Annexure-D | - | Self-Certification Affidavit |
| e. Annexure-E | - | Performa for submission of freight bills |
| f. Annexure-F | - | Business Profile of the Bidder |
| g. Annexure-G | - | Performa for Bank Guarantee Bond |

For and on behalf of BHEL, Haridwar

Addl. General Manager (CDX)



Annexure-A

(Letter from bidder to AGM (CDX) regarding submission of tender)

Tender No. BHEL/HWR/CDX/ENQ/1718-001 Dated 16/05/2017

To,

Addl. General Manager (CDX)
Heavy Electrical Equipment Plant
Bharat Heavy Electricals Limited
Ranipur Haridwar – 249403, Uttarakhand

Subject: Transportation of Urgent Small Consignments Weighing Up To 2.5MT Through Fast Cargo Movers From Any Where To Anywhere In India By Road.

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, "Technical bid along with Un priced Price Bid - Part-I" and "Price Bid - Part-II", I/We hereby submit my/our documents/ undertaking/ affidavits / EMD as required in your NIT, in sealed envelope marked "Technical bid along with Un priced Price Bid - Part-I".

In sealed envelope marked "Price Bid - part-II", we have placed our quotations/ best prices, in line with process of submission and opening of tender given in NIT, for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith draft for a sum of ₹ 40,000/- (Rupees Forty Thousand only) towards Earnest Money Deposit (EMD) vide Ref No..... Dated..... issued by..... (Bank) in favour of HEEP, BHEL, Ranipur, Haridwar, and payable at Ranipur Haridwar.

I/We are not on list of banned firm of BHEL and also not put on hold/delisted by BHEL Haridwar.

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause of tender terms & conditions.

Thanking you,

SIGNATURE OF TENDERER WITH SEAL

Enclosures:

1. "Techno-Commercial Bid – Part-I"
2. "Price Bid – Part-II"
3. "EMD"

TENDER TERMS AND CONDITIONS

THE BIDDERS ARE ADVISED TO GO THROUGH THE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING THEIR BIDS. THE BIDDERS MAY CONTACT AGM (CDX), HEEP, BHEL HARIDWAR FOR ANY CLARIFICATION REQUIRED IN THIS REGARD.

SCOPE OF CONTRACT:-

1.0 The scope of contract covers transportation of consignments **weighing up to 2.5 MT**, except coal, sand and cement, by road as per following details:-

- a) From BHEL, Haridwar to anywhere in India,
- b) From anywhere in India to BHEL, Haridwar and
- c) From anywhere to anywhere in India.

1.1 The maximum dimension of the single consignment covered under the contract shall be

Length = 3000 MM; Width = 1500 MM; Height = 1500 MM.

2.0 **HILL REGIONS**:- Consignments booked from any location in India (including BHEL, Haridwar) to Hill Regions shall mean any place beyond Guwahati in North Eastern Region (NER) or beyond Rishikesh in Uttaranchal or beyond Jammu in J&K or beyond Sundernagar in Himachal Pradesh and vice versa.

3.0 The rates quoted in the Price bid are applicable for the distances involved from the place of booking to the destination.

4.0 Non availability of Branch/Franchise office will not form the criteria for non-lifting of any consignments. Even, in case where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the transporter shall arrange for the collection of materials from such points and deliver at any such points.

TECHNO-COMMERCIAL CRITERION:-

5.0 **TECHNO-COMMERCIAL BID (PART-I)**:- Bidders are required to fulfill techno-commercial criterion for submitting their bid against this tender. Bidders found techno-commercially unfit will not be considered.

Note-1: It is mandatory for Bidders to furnish the information/relevant documents pertaining to Clause No. 5.1 to 5.12 along with techno-commercial Bid (Part-I), otherwise their offer is liable to be rejected. However bidders not submitting inputs against 5.12 i.e. EMD along with Techno-commercial bids shall be disqualified.

Note-2: All the pages of tender documents are to be signed and stamped by the authorized signatory of the bidder as an acceptance for all the terms & conditions.

5.1 The Bidders should have at least **300 branches** including their franchisees in India. The bidder shall have e-mail facility in their branches in general and on-line tracking system through website. The bidder should ensure that the branches are available preferably at:-

Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Bhatinda, Chennai, Cochin, Coimbatore, Delhi (NCR), Durgapur, Haridwar, Hyderabad / Secunderabad, Indore, Jaipur, Jamshedpur, Kolkata, Mumbai, Nagpur, Raipur / Raigarh, Ropar, Surat, Trichy & Vishakhapatnam.

The bidder shall enclose **printed list of branches** with addresses and Telephone Nos., Cell phone no. and e-mail id. In the absence of Telephone/Cell phone number the branch will not be considered.

Note:-

1. If e-mail facility is not available, the transporter to whom the contract is awarded shall provide the same immediately within **2 weeks from the date of award of the work / Letter of Intent**.
 2. If any information is found to be false / forged at tender stage or in the duration of contract the bidder will be disqualified / delisted and EMD/Security Deposit will be forfeited.
- 5.2 Bidders who are **registered under courier services** with relevant **service tax registration** are only eligible to participate in bidding and submit the proof of service tax registration.
- 5.3 **TURNOVER:-** Minimum Average Turnover (with respect to freight revenue only) for the last three financial years shall be **Rs. 5 Crores (Rs. Five Crores)**.
- 5.4 **EXPERIENCE:-** Bidder should have minimum **three year's experience** in the line of fast cargo as on date of tender issue (16/05/2017) which will be established from the date of registration under courier services.
- 5.5 Bidders shall submit the Chartered Accountant (C.A) certified copies of balance sheets & Profit & Loss accounts for the last 3 financial years (provisional, if final not available).
- 5.6 **INCOME TAX RETURNS:** - Bidder shall submit the Copies of Income Tax Returns submitted for the last 3 financial years duly attested by Notary.
- 5.7 Bidders shall submit a letter on their company letter head to AGM (CDX) as per Annexure-A of tender document.
- 5.8 **INDIVIDUAL / SOLE PROPRIETOR:-** In case of an individual other than the sole proprietor signs the tender, an attested copy of the Power of Attorney shall be submitted along with the quotation.

OR

IN CASE OF PARTNERSHIP FIRMS:- The quotation must be signed by all the partners of the firm or by any person holding valid power of attorney on behalf of the Partnership firm. An attested copy of the partnership deed where applicable or copy of Power of Attorney attested by a Notary should accompany the Techno-commercial Bid.

NOTE:- Authorized signatory shall be the person holding "**Power of Attorney**" on behalf of the firm /company/ bidder concerned and properly authorized / empowered to act on behalf of the bidder for the specific purpose. The Power of Attorney shall be attested by Notary.

- 5.9 In case of a company, relevant extracts of AOA and / or MOA and / or copies of Board Resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- 5.10 Bidders shall submit the copy of PAN Card (duly notarized).
- 5.11 Bidder shall submit an affidavit (As per Annexure-D) on non-judicial stamp paper valued Rs.100/- (duly notarized).
- 5.12 **Earnest Money Deposit (EMD):-** Earnest Money Deposit (EMD):- An amount of ₹ 40,000/- (Rupees Forty Thousand only) shall be paid by bidders in following forms:-
- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (ii) Banker's cheque/ Pay order/ Demand draft, in favour of HEEP, BHEL Haridwar (along with techno-commercial bid)

The quotations received without EMD likely to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days from the acceptance of award of work by the successful bidder. No interest on EMD amount shall be paid by BHEL.

Forfeiture of EMD

EMD by the Tenderer may be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
- iii) The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
- iv) In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- v) If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

Note:- BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

6.0 Canvassing in any form, in connection with the Tender are strictly prohibited and such tenders are bound to be rejected.

7.0 BHEL reserves the right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

8.0 PRICE BID EVALUATION AND WORK DISTRIBUTION CRITERIA:-

8.1 Price bids of technically qualified bidders will be opened & evaluated. L1 bidder will be considered, if rates are found justified.

8.2 EVALUATION OF PRICE BID:-

It is mandatory for all the bidders to bid rates for all the categories and distance slabs. In case the bidder fails to quote any particular category or distance slabs the offer shall not be considered in totality.

The below mentioned procedure will be followed for entire three Price schedules A, B & C :-

- (a) For schedule-A, the quoted rates shall be multiplied by the respective BOQ against each distance slab of all the three weight categories. The sum of the entire above RATE x BOQ will be termed as RATE-A.
- (b) Similar procedure will be followed for schedule-B & C to arrive RATE-B & C.
- (c) Sum of RATE-A, B & C shall be taken for deciding the L-1, L-2, L-3 (lowest being L-1) and so on of the bidders.
- (d) Only one transporter i.e. L-1 bidder shall be considered for award of the 100% work.
- (e) In case of two or more L1 bidders, the selection of one bidder for award of the contract will be on the basis of draw in presence of representative of bidders and tender committee. The minutes of draw will be recorded and signed by all concerned.

9.0 The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth ₹100/- at his cost. **The agreement shall be entered within a week of award of contract or within extended time**

if allowed by BHEL. Failure to enter into agreement within a week may lead to forfeiture of EMD. In such an event BHEL reserves the right to cancel the bid/award.

10.0 JOURNEY MANAGEMENT:-

- 10.1 The bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone. Status of consignment shall be sent to hwrcdxplg@bhelhwr.co.in
- 10.2 The bidder shall submit a write up along with the tender documents regarding implementation of Journey Management.
- 10.3 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.

11.0 NOTICE / COMMUNICATION TO TRANSPORTERS:-

The order/notices or any correspondence to the transporter or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the addresses furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. The transporter has to place his representatives at the premises of BHEL, Haridwar on all working days. Requisition for vehicles for lifting the consignments or any orders or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Haridwar and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will be taken into consideration for further course of action. Vehicles shall be arranged within 24 hours on receipt of requisition from BHEL Officials/BHEL Suppliers / Subcontractors / BHEL Customers through letter / e-mail.

12.0 PROCEDURE FOR COLLECTION, DELIVERY:-

- 12.1 **BOOKING OF CONSIGNMENTS:-** For all outgoing materials, the transporter shall accept different packages for delivery at more than one point in a single truck.
- 12.2 **UTILIZATION OF CONTRACT BY USER DEPARTMENTS:-** Consignments under this contract shall be booked to fulfill the urgency at sites/plant and **not on routine basis**.
- 12.3 For dispatch of outgoing consignments from BHEL Haridwar, Booking Office shall obtain written urgency requisition from concern executive not below the rank of Manager from Commercial department.
- 12.4 For Incoming/site to site deliveries the written urgency requisition shall be given by concern executive not below the rank of Manager from MM/BOI.
- 12.5 **DELIVERY OF CONSIGNMENT:-** It is the responsibility of the transporter to obtain proper acknowledgement on the Lorry Receipt / GR / Docket with the seal of the consignee when materials are delivered. Based on acknowledgment on LR/GR/Docket or information received from consignee freight bill shall be processed. **For consignments transported from site to site or from anywhere in India to BHEL, Haridwar, transporter shall submit ORIGINAL Lorry Receipt / GR / Docket with proper acknowledgment by consignee with seal.**
- 12.6 **DOCUMENTS TO CONSIGNEE:-** The transporter shall also be responsible to deliver the related documents like Invoice, SMIVs, TCs, Drawings and Packing Lists / Loading Advices / Delivery Document / Shipment Document / Lorry Receipt or Goods Receipt, etc., given by the BHEL / Suppliers / Sub- Contractors / Customers to the consignee.

12.7 The Duplicate Invoice (Central Excise) is necessarily to be handed over to the consignee wherever applicable. Where Duplicate Invoice (Central Excise) is not carried, a specific endorsement from the Consignor shall be obtained on the LR/GR/Docket.

13.0 **FREIGHT CHARGES:-**

13.1 For all consignments transported on account of BHEL, the freight shall be charged as per the agreed rates between BHEL and Transporter. Specific mention shall be made on the LR/GR/Dockets at the booking point itself by the transporter that the consignment is transported "**ON ACCOUNT OF BHEL, HARIDWAR**". If transporter collects any amount in excess of freight on the consignments, where freight is to be paid by BHEL, such amount shall be recovered from Transporter's bills.

13.2 In the case of pre-payment of freight by consignor, only excess freight beyond admissible freight charges payable as per contract, shall be recovered from the running bills of the transporter.

14.0 **FREIGHT RATES:-**

14.1 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statistical charges, Loading and Unloading enroute etc., excluding service tax and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of contract will be entertained. Service Tax shall be paid extra on the basis of proof of payment as per prevailing rate as on bill date. Service tax registration no. is required to be mentioned in the bill. PAN no. is also to be mentioned in the bill. In the absence of PAN no., 20% TDS shall be deducted.

14.2 Freight rates shall be quoted in "**Rs. PER KG. BASIS**" for all the weight categories and distance slabs as given in the price schedule format as per **Annexure-C**.

14.3 (i) For any station, distance up to 10 Km (as per Google Maps) from the nearest branch / franchise of the transporter (as per list provided by the bidder along with techno-commercial bid) collection / delivery charges shall be Rs 500/-.

(ii) For distance beyond 10 Km (as per Google Maps) from the nearest branch/ franchise of the transporter (as per list provided by the bidder along with techno-commercial bid) shall be applicable for door collection / delivery charges. The bidder shall quote for door collection/delivery charges for the distance & weight slabs as given in the price schedule format as per Annexure-C.

(iii) In cases, where Google Map fails to provide the information, distance shall be finalized by BHEL.

14.4 The RATES quoted will be "FIRM" for the entire period of contract.

14.5 Price offer should have a validity of at least 120 days from the date of technical bid opening.

Note: The bidders are required to quote rates for transportation of consignments in both categories i.e. other than hill region as well as for hill region and door collection/delivery shall be quoted separately on the prescribed format (Schedule-C). Incomplete bids will be rejected.

15.0 **CHARGEABLE WEIGHT:-**

The weight of the consignment for evaluating the freight charges will be taken as actual weight or voluminous weight whichever is higher subject to maximum chargeable weight being 2.5 MT. The maximum dimension of the consignment shall be Length = 3000 MM, Width = 1500 MM and Height = 1500 MM. However the minimum chargeable weight shall be 25 kg.

16.0 **VOLUMINOUS CONSIGNMENTS:-**

For bulk & light consignments, charges shall be computed as 1 Cubic feet = 10.70 Kgs. Or 1 Cubic Meter = **378** Kgs. For computing weight on volume basis the dimensions shall be invariably recorded on LR/GR/Docket.

17.0 STORAGE CHARGES:- No storage charges shall be paid by BHEL under any circumstances.

18.0 REQUIREMENTS OF PERFORMANCE / TRANSPORTATION:-

- 18.1 It is the responsibility of the transporter to check before lifting any outgoing consignment that the scope of transportation is with BHEL. Before booking company's consignments, transporter's representative shall have to ensure following:-
- Whether packed or open type.
 - Whether packing slip / Delivery Document is fixed outside the package or painted on it.
- 18.2 Minimum requirements are Purchase Order No. and Date / Loading Advice / Shipment Document, Name of the Consignor, Bill of Lading No./Air Way Bill No. etc., with booking station. Besides, transporter's agent must ensure that, he collects copy of Invoice / T. Note / RDAN / Party Challan, Road Permit (ensuring that all relevant entries are made) wherever applicable, Duplicate Invoice (Central Excise) etc., and send them along with consignment. In case, the Duplicate Invoice (Central Excise) is not obtained from the consignor along with the consignment, an endorsement of the consignor that no Duplicate Invoice (Central Excise) was issued shall be made in the lorry waybill. While accepting the consignments for transportation, the transporter shall ensure that, all necessary documents for Octroi Check Post etc., are collected so that the consignments are not detained enroute for want of these documents.
- 18.2.1 The LR / GR / Docket issued at the booking station shall be complete and there shall not be any corrections/over writings on it. Signature and seal of the consignor shall be obtained on the LR / GR / Docket itself. There shall be reference of BHEL, Haridwar, like Purchase Order / Work Order / Sale Order / Sub-Contract Order Number on the LR / GR / Docket Copy, in addition to the weight and dimensions particulars of the consignment. The individual item description i.e., Raw Materials, Castings, Forgings, Pipe Fittings, Components, Valves etc., shall be clearly indicated on LR/GR/Dockets.
- 18.2.2 In respect of anywhere to anywhere consignments, respective Manager of Purchase / Sub Contracting / Commercial shall have to confirm the weight and dimensions of the consignments.
- 18.3 A copy of LR / GR / Docket shall be given to the consignor at the time of booking the materials and a responsible person on behalf of transporter shall sign on the LR / GR / Docket.
- 18.4 Wherever consignments are booked on Freight **To-pay** basis, in addition to the weight, dimensions of the consignment shall also be indicated in the LR/GR/Docket copies. Freight confirmation certificate also shall be obtained from BHEL/consignee wherever required.
- 18.5 For anywhere to anywhere consignments/self-consignments the LR/GR/Docket shall contain the remarks that materials are transported "ON ACCOUNT OF BHEL, HARDWAR".
- 18.6 Self-consignment & delivery against consignee copy should not be accepted. If any such consignments are booked by the party no demurrage charges will be paid, by BHEL, Haridwar.
- 18.7 Self/through Bank consignments shall be safely stored in the Godowns till submission of consignee copy of LR/GR/Docket. However the soundness of consignments shall be verified periodically and a "Stock Report" shall be submitted every month indicating specifically regarding the consignments damaged in transit by the Transporter. In the absence of such a report the entire cost of damages will be recovered from Transporter. Details of report shall include LR/GR/Docket No. and nature of damages etc. The report of damages shall invariably be sent to BHEL, Haridwar, under intimation to consignor.
- 18.8 It is the sole responsibility of the transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be

transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the transporter's account.

19.0 LATE PLACEMENT CHARGES:-

Vehicles as and when requisitioned through letter, e-mail, or any other mode of communication by the BHEL or by BHEL's suppliers / sub-contractors / customers / site offices the vehicles will have to be placed by the transporters within 24 hours. In case transporter does not place vehicle for transportation of consignments by next day from the date on which vehicle is required for loading of consignment at BHEL Haridwar / Sites as communicated, late placement charges shall be imposed on transporter @ **Rs. 500/- per day**. If transporter fails to provide vehicle in consecutive four working days, BHEL reserves the right to transport the consignments through alternate means on the risk and cost of defaulting transporter. However, Sundays & Public Holidays following the vehicle placement date will not be considered for late placement charges.

20.0 DETENTION CHARGES:-

20.1 Detention charges shall be paid extra if the vehicles are not loaded on the day of placement and also not unloaded at destination within one day. The vehicle should report for loading from 08:30 AM to 01:30 PM. If the vehicles report after 01:30 PM the date of report shall be taken as the next working day for the purpose of payment of detention charges. However, **Sundays and Public Holidays** will not be considered for detention charges. In case the vehicle is detained beyond the day of placement the detention charges of Rs. 350/- per day shall be payable to the transporter.

20.2 Detention charges shall be paid on certification of Head of CDX / Stores (in case of detention at BHEL, Haridwar) and endorsement of Customer/Site Officials or confirmation by Contract Engineers (in case of detention at customers' sites) recording the reasons there of. For claiming detention at site the transport carrier should submit any one of the following supporting document:-

- a) Acknowledgement from Customer / Site In charge regarding date and time of reporting including vehicle no.
- b) Fax message sent to BHEL / Transport carrier regarding date and time of reporting including vehicle No.
- c) Copy of bill from the nearest public telephone indicating date and time of call. The call should be made to CDX/Stores in BHEL, Haridwar.
- d) E-Mail from transport carrier regarding date and time of reporting with vehicle No. The same will be accepted only on confirmation from customer.

20.3 No detention charges will be paid for the vehicles detained in the company due to late arrival of the vehicles i.e. after 1.30 PM.

21.0 DELIVERY SCHEDULE/TRANSIT PERIOD:-

The consignments collected shall be delivered within time without any delay. The time allowed for the transportation of various loads is given here under:

21.1 The total transit time allowed for delivery of the consignment (including dispatch date and reporting/unloading date at destination) is as follows:

A) For Distance up to 500 KMs	-	5 days
B) For Distance from 501 to 1000 KMs	-	8 days
C) For Distance from 1001 to 1500 KMs	-	11 days
D) For Distance from 1501 to 2500 KMs	-	14 days
E) For Distance beyond 2501 KMs	-	17 days

21.2 In case the due date of delivery falls on **Sunday/Public holiday** next working day will be treated as due date of delivery.

22.0 APPROVED DISTANCES FOR DELIVERY DAYS SCHEDULE:-

Station to station distances are calculated and approved by the distance committee of BHEL Haridwar and is given at BHEL Haridwar website www.bhelhwr.co.in. This table is reviewed periodically for inclusion of new destinations.

The distance between booking station and destination shall be taken as per the approved distances of BHEL Haridwar.

23.0 PENALTY FOR DELAYED DELIVERY:-

Sl.	Delay	% of Penalty
01	One day	5%
02	Two days	10%
03	Three days	15%
04	Four days to up to Seven days	25%
05	Above 7 days and up to 10 days	50%

Note:- The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment EXCLUDING OCTROI AND SERVICE TAX.

24.0 INDEMNITY:-

The transporter shall indemnify and compensate BHEL for any loss or damage to the property of BHEL occurring due to transporter/his workmen/representatives negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the Security Deposit paid by the Transporter or from the freight bills or any sum due to him by BHEL.

25.0 FORCE MAJEURE: The following shall amount to force majeure conditions:

- 25.1 Acts of God, Acts of any Government, war, blockades, sabotage, riots, civil commotions, insurrection, terrorist acts, acts of public enemy, floods, storms, high tides/ gusty winds, washouts, fire, explosions, landslides, lightning, cyclones, earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.
- 25.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.
- 25.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 25.4 Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

26.0 LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS:-

- 26.1 The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER / VENDOR / SUB-CONTRACTOR (as the case may be) shall arrange insurance of the consignment. But, that will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods to destination and of his liability either direct or consequential thereof including legal complications, if any.
- 26.2 The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.

- 26.3 The weight, measurement and description of Goods/Materials mentioned in the Challans / Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).
- 26.4 The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- 26.5 In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- 26.6 Further, in such cases the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:
1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7.FIR Copy, 8. Any other documents as required by Insurance Agency.
- 26.7 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.
- 26.8 In case, where the damage / loss due to willful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- 26.9 In cases of damaged or open delivery or shortages, freight amount of the consignment shall be payable only after assessment / adjustment of loss from freight
- 26.10 However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- 26.11 In case transporter fails to pay the recoverable amount, necessary action in the Court of law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- 26.12 Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- 26.13 However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- 26.14 During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.

27.0 TIMINGS & PROCEDURE FOR DELIVERY/COLLECTION OF CONSIGNMENTS AT BHEL:-

- 27.1 The vehicle should report to BHEL Premises in between 08.30 AM to 01.30 PM delivery / collection of the consignments pertaining to BHEL. In the event of any failure to place the truck as required, suitable action will be taken against the transporter, including penalty for such failures.
- 27.2 The transporter will be solely responsible for any damages caused by the Transporter's vehicles/persons to the BHEL/customer materials/properties and the persons working in the BHEL/customer Complex.
- 27.3 BHEL will not be responsible for any damages to the Transporter's vehicles / injury to their employees / Persons while booking/delivering the Cargo in BHEL /customer premises.
- 27.4 The employees/persons of the transporter who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.

28.0 The value of work indicated in the tender is only tentative and may vary with the actual requirement during the tenure of the contract.

29.0 The Transporter shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.

30.0 SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS:-

- 30.1 **VEHICLES:-** Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
- 30.2 **MOVEMENT OF VEHICLES:-** The vehicle should not travel at speed more than 20 km per hour in BHEL Premises.
- 30.3 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 30.4 In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 30.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 30.6 To protect the consignments from rains in warranting situations, transporters shall ensure tarpaulin covers to the consignments.
- 30.7 Compliance of all the safety other instructions in road transportation e.g. flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- 30.8 Security, Safety and Environmental Management Systems (EMS) and other Rules & Regulations of BHEL/Customer should be observed while in BHEL/Customer complex. Ignorance of such rules and regulations will not be accepted as an excuse.

31.0 SHIPPING:-

- 31.1 The loose pieces should be bundled before loading on the truck.
- 31.2 While loading/unloading proper slinging practice should be followed.
- 31.3 The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangways.
- 31.4 When reverse operation are undertaken adequate helpers should be engaged to control the movement.

- 32.0** The successful transporter with whom BHEL enters into a contract should ensure that all branches are kept informed of the contract with BHEL Haridwar. BHEL's communication will be restricted to the transporters local office. In case any branch refuses to collect / deliver a consignment the party's Haridwar office should intervene and take necessary action. For other information like status of transit etc. the party's Haridwar office will be contacted. On Line tracking of consignments shall be preferred.
- 33.0** While accepting the consignments for transportation the transporter should ensure that necessary documents for the check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the transporter's responsibility. The transporter shall also collect at the time of booking, forwarding notes/challans with description of material, value etc. BHEL purchase order Reference No. or BHEL SALE ORDER should be clearly indicated on the Docket at the time of booking.
- 34.0** Subcontracting of the work either in full or in part is not allowed.
- 35.0** The transporter is solely responsible for complying with all Statutory Acts pertaining to the operation of the door to door cargo business, their employees etc.
- 36.0** **RISK PURCHASE:-**
- 36.1 In the event of any successful Tenderer, after award of LOI / Contract fail to fulfill any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, including non-lifting of consignments as per contract / Contract agreement, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers.
- 36.2 The additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Carriers/transporters.
- 36.3 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.
- 37.0** **LOADING/UNLOADING OF CONSIGNMENT:-**
Loading and unloading of the consignments shall be done by the respective consignees/consignors where the vehicles have reported to the respective places.
- 38.0** **SECURITY, RULES AND REGULATIONS AT B.H.E.L.:-**
- 38.1 The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL/Sub- Contractor/Customer/Site Offices. In addition they should also observe rules and regulations of consignee / consignor. The transporter shall also ensure compliance with all statutory environmental regulations.
- 38.2 The transporter shall ensure that all employees / persons engaged / authorized by him for carrying the work, behave properly with the Company's Officers/Staff. In the event of any misbehavior, reported by the Officer concerned of BHEL, the transporter shall immediately withdraw such employee/persons from the work.
- 38.3 Transporter shall ensure valid R.C. Book and other relevant documents for the vehicles.
- 38.4 Transporter shall also ensure vehicle driver shall carry original LCV/HCV Driving License as applicable for verification by the Security, which is statutory requirement.
- 39.0** **TRAFFIC REGULATIONS & REQUIREMENTS:-**
- 39.1 It is the responsibility of the transporter to provide the required personnel for running the vehicles at his cost and shall ensure providing of vehicles of suitable size, capacity and quality, keeping in view of the Government regulations and in accordance with **Motor Vehicle Act 1988** with latest amendments from time to time and for safety of transportation of the consignments to the destination.
- 39.2 All applicable documents including licenses or any other relevant authorization from competent authority as required for running the vehicles as per Indian Motor Vehicle Act shall be obtained by the transporter at his own cost. BHEL shall not have any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the transporter's responsibility. The transporter shall be

solely responsible for any mishap such as accident, fire etc., enroute and consequences thereof, including legal consequences if any. The transporter shall be responsible for delivery in good condition of consignments booked through them.

40.0 UN-DELIVERED CONSIGNMENTS: -

- 40.1 If the consignments remain undelivered / uncollected beyond 30 days, the transporter shall serve registered notice on consignor and consignee along with available reference of Bharat Heavy Electricals Limited, like Purchase Order No., Packing List No., Sale Order No. or Sub-Contract Order No., etc. Wherever consignor is not BHEL, copy shall be marked to the personal attention of the Addl. General Manager/CDX, Bharat Heavy Electricals Limited, BHEL, Haridwar.
- 40.2 In respect of self and other consignments dispatched to customer's sites, if the consignee copies are not produced, or in case not taken delivery by the customer, within 60 days of arrival at consignee station (on intimation to consignor and BHEL), the consignment may be brought back to BHEL, Haridwar and the freight charges to and fro will be paid, by Bharat Heavy Electricals Limited. **The consignments shall be brought back only after specific request from competent authority in BHEL, Haridwar.**

41.0 SUBMISSION OF FREIGHT BILLS:-

- 41.1 The transporter shall submit the freight bills in totality as per Annexure-E of tender document. Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited for the different categories. Payment of freight bills shall normally be made within 30 days of presentation.
- 41.2 The transporter shall submit the freight bills within 30 days from the date of delivery/ acknowledgement of the consignment (i.e., first submission to CDX/ BHEL Site Office/ Customer). Payment of bills for delayed submission beyond 30 days shall be at the discretion of AGM / CDX / BHEL Site Office or customer after due explanation is given by the carrier.
- 41.3 The following documents/ particulars shall accompany for processing of the freight bills.
(a) BHEL, Haridwar Purchase Order/Sub-Contract Order/sale Order/ Work Order reference.
(b) Name of the Consignor.
(c) Description of materials.
(d) LR / GR No. & Date.
(e) Date of Delivery at destination
- 41.4 The LR/GR/Docket copy should conform to all the requirements of MV Act.
- 41.5 In all cases of incoming/outgoing consignments, weight and dimension mentioned on LR/GR/Docket (actual weight for incoming) BHEL packing list for the consignment booked from BHEL, Haridwar shall be final for the claim of freight charges and no other claim in this regards shall be admissible.

42.0 SECURITY DEPOSIT CLAUSE:-

- 42.1 The successful tenderer shall deposit required amount as security deposit within fifteen days from award of contract / letter of intent or before start of the work for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
- 42.2 The total amount of Security Deposit will be 5% of the contract value.
- 42.3 Security Deposit may be furnished in any one of the following forms:
i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand
ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
v) EMD of the successful bidder can be converted and adjusted against the security deposit. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

- 42.4 Security Deposit shall be valid for the entire period of contract + further claim period of six months (From the date of expiry of contract for successful execution of contract). SD shall be refunded only after the expiry of claim period subject to successful execution of contract.
- 42.5 The security deposit shall not carry any interest.
- 42.6 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

Security Deposit (SD) furnished by the bidder shall be forfeited / adjusted, if:

- 42.7 The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- 42.8 In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- 42.9 For any deviation from and/or breach of the Tender conditions during execution of the contract.

Note: BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

43.0 TENURE OF CONTRACT / RIGHTS: -

- 43.1 The transport contract is valid up to 12 months from the date of award of contract by BHEL, Haridwar until safe delivery of last consignment booked under contract.
- 43.2 The consignments, including self-consignments booked within the contract period fall within the scope of the contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR/GR/Dockets.
- 43.3 Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement.
- 43.4 The company may enter into parallel contract simultaneously with any number of transporters as may be deemed fit at any time during the period of contract in the interest of the work for any or all the stations and for any or all the schedules.
- 43.5 The transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/transporters. The transporter shall not sublet or transfer the contract or any part thereof, which tantamount to termination of the contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies / transporters is permitted.
- 43.6 No transporter should load his consignment in the vehicle of any other authorized transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the transporters.
- 43.7 In case of breach of any of the terms and conditions of the contract, company will have the liberty to forfeit in part or in full and entrust the work to any other transporters at the risk and cost of the transporter and the transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the contract.
- 43.8 BHEL reserves the right to recover any recoverable amount through any other contract or its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.
- 43.9 For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.

44.0 EXTENSION OF CONTRACT:

- (i) BHEL reserves the right to extend the contract further for the period of 3 months without any consent of transporter.
- (ii) The contract may further be extended with mutual consent of BHEL and transporter. However, the extension of contract will be subjected to same rates, terms & conditions of the contract.

45.0 DIESEL ESCALATION/DE-ESCALATION CLAUSE:-

- 45.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- 45.2 The reference diesel rate shall be the actual diesel rate as on date of award of contract. The rates of diesel will be calculated on the basis of IOCL website (www.iocl.com) rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- 45.3 The latest diesel rate, available on IOCL website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month.
For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL diesel rate available by 15th July.
- 45.4 The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate.
For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (Rate per Kg) due to diesel escalation shall be payable to the transporters.
- 45.5 In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

46.0 TERMINATION OF CONTRACT:-

- 46.1 If the transporter fails or neglects to observe and perform any of the terms and conditions of the agreement, the Company may without prejudice to any other right to it may have in that behalf terminate this contract by giving one month's notice in writing in which case the security deposit of the transporter shall stand forfeited to company without prejudice to the company right to recover from the transporter any amount by which the cost completing the work by any other agency shall exceed the value of the contract.
- 46.2 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.

47.0 SAFE HANDING OVER OF ROAD PERMITS:-

- 47.1 Wherever Road Permit (Form-31 / Form-16 or equivalent) is issued to Transporter, the transporter should hand over the counterfoil/copy of Form-31 / Form-16 or equivalent and get an acknowledgement from the consignee on the reverse of LR. Otherwise, any loss on account of this, will be recovered from the transporter, which amounts to Rs. 25,000/- as on date.
- 47.2 The documents handed over at the booking points and meant to be handed over to the consignee such as Delivery Challan, Duplicate / Transporter's Copy of Excise Invoice / Sales Tax Form, Road Permits etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the transporter.

48.0 All statutory duties, taxes existing on date of submission of tender bids have to be considered for submission of price bids. However, any changes in the taxes and duties by Central / State Governments will be considered for incorporation at the time of final payment.

49.0 Penalty/Levies for noncompliance of any applicable Act viz. MV Act etc., existing in the respective States will be to the account of transporter and the same will not be reimbursed.

50.0 HAZARDOUS MATERIALS:-

While transporting hazardous materials, transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1988 and subsequent amendments and take adequate measure for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract. However, the transporter shall not carry house hold goods, liquid items and inflammable / explosive items.

- 51.0** Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.
- 52.0** BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons whatsoever.
- 53.0** The transporters have to maintain their vehicles in good running condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV Act and subsequent amendments.
- 54.0** BHEL reserves the right to accept or reject 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. Conditional tenders, tenders containing absurd or unworkable rates and tenders not in accordance with tender condition during the tender evaluation process shall be rejected.
- 55.0** **ARBITRATION:-**
- 55.1 If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the bidders/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
- 55.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 55.3 The place of Arbitration will be Haridwar.
- 56.0** **JURISDICTION:-**In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Haridwar District, Uttarakhand only shall have the Jurisdiction and is only after exhausting the Arbitration Clause.
- 57.0** **BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

Addl. General Manager
Central dispatch Division
HEEP, BHEL, Haridwar

ANNEXURE-C
PRICE BID FORMAT
**Transport Contract for Urgent Small Consignments Weighing Up to 2.5MT On Door Collection / Delivery basis
Tender No. BHEL/HWR/CDX/ENQ/1718-001 Dated 16/05/2017**
SCHEDULE-A: PRICE SCHEDULE FOR NON-HILLY AREA:

Distance Slab ↓	Weight Category					
	Up to 500 Kgs		Above 500 to 1000 Kgs		Above 1000 to 2500 Kgs	
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)
Up to 750 km	1630		200		4320	
Above 750 to 1500 Kms	10180		14860		9300	
Above 1500 to 2250 Kms	14430		3520		9430	
Above 2250 Kms	410		3040		6850	

SCHEDULE-B: PRICE SCHEDULE FOR HILLY AREA:

Distance Slab ↓	Weight Category					
	Up to 500 Kgs		Above 500 to 1000 Kgs		Above 1000 to 2500 Kgs	
	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)	BoQ (In kgs)	Freight Rates (In ₹ per kg)
Up to 750 km	200		200		200	
Above 750 to 1500 Kms	200		200		200	
Above 1500 to 2250 Kms	200		200		200	
Above 2250 Kms	200		200		200	

SCHEDULE-C: DOOR COLLECTION / DELIVERY CHARGES (IN ₹)

Distance Slab (From nearest branch to destination site) ↓	Weight Category					
	Up to 500 Kgs		Above 500 to 1000 Kgs		Above 1000 to 2500 Kgs	
	BoQ (Nos. of packages)	Rates (In ₹)	BoQ (Nos. of packages)	Rates (In ₹)	BoQ (Nos. of packages)	Rates (In ₹)
Above 10 Km up to 100 Km	224		22		21	
Above 100 Km up to 250 Km	64		6		6	
Above 250 Km up to 500 Km	32		3		3	

Note:-

- Bidder has to necessarily quote freight rates for all the weight categories and distance slabs pertaining to both Price Schedule-A, B & C and quoted rates shall be valid for total Bill of Quantity.
- The Bill of quantity given above is tentative and may vary during operation of contract.
- Incomplete price schedules will be rejected.

ANNEXURE-D**Self-Certification Affidavit**

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

To,
Addl. General Manager (CDX), HEEP, BHEL HARIDWAR

1. We _____ (IBA Code _____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/1718-001 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of ₹____/- (Rs____only) is herewith forwarded as EMD in the form of DD in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
 - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
 - We confirm that none of our Group concerns or affiliates etc. appears 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.
 - We confirm that other than us (*Name of bidder*), none of our 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).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us was fake or forgedOr 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.
9. Verified and signed today, the____(Day) of____(Month)____(Year) at_____(Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:

Complete Address of the tenderer:

Contact details:

(Signature of the tenderer affixing official stamp)

Name & Designation

Name & Address of witnesses:-

1.

2.

**ANNEXURE-E****Freight Bill Performa****CONTRACT NO. : BHEL/HWR/CDX/ENQ/1718-001**

Bill No. _____

Bill Date. _____

Name of Transporter. _____

Full Address. _____

Pan Number. _____

Service Tax Regn. Code. _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl. No.	C-Note No./Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee stations	Actual Weight	Distance	Delivery Date	Rate	Freight	Door delivery Charges	Other Charges	Total	PO No. & Date	Package No.	Remarks

Total amount in words

Signature of Transporter

Verified for payment Rupees. _____

Note:- Successful bidders shall use the preprinted freight bill as per above format.



ANNEXURE-F

Business 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. Details of Branch Offices:



ANNEXURE-G

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/1718-001. In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

For (Indicate the name of Bank)