TENDER DOCUMENT
OF RATE CONTRACT FOR
ALL INDIA ROAD TRANSPORTATION OF CONSIGNMENTS
BY HYDRAULIC TRAILERS

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

Signature & Seal of bidder

ANNEXURE-A

TERMS & CONDITIONS

Quotations are invited for entering into Rate Contract for Transportation of Over-Dimensional Consignments (ODCs) from anywhere to anywhere in India on hydraulic trailers by road.

Category	H-1	H-2	H-3
Weight / Length Range	Weight > 35 MT & up to 54 MT or up to 4 Axles	Weight > 54 MT & up to 81 MT or 5 to 6 Axles	Weight > 81 MT & below 100 MT or 7 to 10 Axles

SCOPE OF ROAD TRANSPORTATION

i. Incoming consignments of materials, equipment and sundry items from our sub-contractors/ supplier works /Air & Sea Ports/ Customer's sites or works at any point in India to our works at Haridwar.

ii. Outgoing consignments of equipment, materials and sundry items from our works at Haridwar to any destination in India on site/door/godown delivery basis including Northeastern states and all hilly/mountainous areas in India.

iii. Consignments of materials, equipment and sundries from any point to any point in India, including Northeastern states and all other hilly/mountainous areas in India.

iv. Outgoing, incoming & any point to any point for specific Project/ Customer/ Region, under warranting situations.

- BHEL is dispatching goods to our various sites/customers spread over throughout country's cities as well as remote working sites involving transportation of consignments to hilly terrain in various states and vice-versa including destination specific/project specific also.

- Before quoting for the work, the tenderer should ascertain the nature of the transportation requirements and quote keeping all the factors in mind and take into account all incidental expenditure related with transportation.

- BHEL will not pay any extra charges for any reason after acceptance of the rate contract even if it is found later that the transporter has misjudged the nature and scope of work.

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SECTION-I

ELIGIBILITY CRITERIA

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:-

1. FLEET OWNERSHIP:-

1.1) The Bidder should own minimum of 42 No's of Hydraulic axles registered with capacity of 18 MT or more per axle.

1.2) Three Prime movers of 350 HP each & above capacity.

Ownership of Axles and Prime Movers either in the name of the company or in the name of Directors/partner. Axles & Prime movers should have valid fitness certificate (as on date of tender opening), and if awarded should be valid for entire currency of contract.

Documents to be submitted:

i. List of Prime Movers and Hydraulic Axles (As per Annexure-B & Annexure-C) with make and year of manufacturing along with Registration Nos. to be furnished.
ii. Duly Notarized Copies of Registration Certificate (RC) of Prime Movers & Axles.
iii. Copies of valid Fitness Certificate of Prime Movers & Axles.
iv. Copies of Gazette Notification evidencing fleet ownership (for axles only).

2. EXPERIENCE:-

Bidder should have transported minimum 5 (Five) single piece consignments not less than 81MT in INDIA by road of min. road distance of 200 kilometers for each consignment executed after 01/01/2009.

Documents to be submitted:

i. Copies of Work Order OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment.
ii. Work Completion Certificate issued by Customer (Consignee/Consignor) OR GR-LR copies (duly acknowledged) indicating consignment weight, origin and destination of the consignment.
iii. Customer name with address, e-mail and phone number of the concerned official for our reference.

Note:- Experience of hired out / engaged by other transporter / leased out equipment's shall not be considered as experience of bidder.

3. FINANCIAL REQUIREMENTS:-

3.1) Annual Turnover: The annual turnover of the bidder should be ₹ 5 (Five) Crores (with respect to freight revenue only) in each of the last three financial years i.e. 2011-12, 2012-13 & 2013-14.

Documents to be submitted:

i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Charted Accountant.
ii. ITR (Income Tax Returns) for the three financial years – FY2010-11 (AY11-12), FY2011-12 (AY12-13) and FY2012-13 (AY13-14) are to be submitted.
iii. If audited Balance Sheet and Trading/Profit & Loss statements of financial year 2013-14 is NOT available, provisional (Duly certified by CA) may be submitted followed by audited.

3.2) Banker's Certificate: Banker's Certificate is to be submitted as per Annexure-D.

4. GROUP CONCERNS/AFFILIATES: The bidder shall disclose/confirm the following:

4.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.

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4.2) 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.

5. Bidder shall submit an affidavit (As per Annexure-E) on non-judicial stamp paper valued Rs.100/- (duly notarized) and certify that:

We (Name & Address of bidder) certify that:-

- We are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL Units/Govt. organizations.
- We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation.
- We confirm that we have not changed any information in tender documents submitted.
- 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 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.
- We confirm that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignments. We also confirm the fitness validity of axles and prime movers during currency of contract.

6. IBA RECOMMENDATION: Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.
   Documents to be submitted:
   i. Notarized copy of IBA recommendation.

7. PERMANENT ACCOUNT NUMBER:- Bidder should have valid PAN Number.
   Documents to be submitted: Copy of PAN Card duly notarized OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.

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SECTION-II

8. The bids shall be submitted in two parts: (a) Techno-Commercial bid (Part-I) and (b) Price bid (Part-II).

9. The Techno-Commercial bid envelope shall be sealed and super scribed with "TECHNO COMMERCIAL BID – HYDRAULIC TRAILER TRANSPORTATION RATE CONTRACT: Tender Ref. HWR/CDX/HYD-H1, H2 & H3/2014-15" and shall contain following mandatory requirements:-
   a) All the supporting documents for qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
   b) Duly signed & stamped copy of tender document (all pages).
   c) DDs / PAY ORDERs towards,
      i. EMD of ₹ 2,00,000/-.
      ii. Tender Fee of ₹ 500/-.
   d) Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Power of Attorney/Partnership Deed etc. as applicable).
   e) Company profile (As per Annexure-K).
   f) Duly signed copy of Integrity Pact (As per Annexure-L).

   Transportation or any other charges shall NOT be mentioned anywhere in the Techno- Commercial Bid.

10. The second envelope shall contain duly filled price bid as per Annexure-F only.
   The rate quoted shall be firm during contract period. The tenderer shall quote their rates inclusive of all extra charges & costs like surcharges, *hammali* charges, statistical charges, goods tax, any civil cost and market fluctuations etc., so that the rate quoted shall be a consolidated one taking the above elements into consideration. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

   Price bid envelope shall super scribe with "PRICE BID – HYDRAULIC TRAILER TRANSPORTATION RATE CONTRACT: Tender Ref. HWR/CDX/HYD-H1, H2 & H3/2014-15."
   Any mentions like "actual" or "approximate" on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. In case any other information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

10.1) If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.

10.2) Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

10.3) All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.

10.4) In case of discrepancy in quoted rates following will be applicable.
   i) 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; accordingly and,
   ii) 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 (i) above.

11. Both the above two sealed envelopes i.e. Part-I technical bid and Part-II Price bid shall be kept into another sealed cover. The cover shall be super scribed with "QUOTATION FOR HYDRAULIC TRAILER

TRANSPORTATION RATE CONTRACT: Tender Ref. HWR/CDX/HYD-H1, H2 & H3/2014-15 Dated 12/11/2014 and Tender due date 26/11/2014."
This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bid shall be addressed and sent to "Head of Material Management, Materials Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403" to reach on or before 26/11/2014 by 1345 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay.

12. The Techno-Commercial bids shall be opened at 1400 Hrs. on the same day in the presence of those bidders who choose to be present. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.

13. An amount of ₹ 2,00,000.00 (Rupees Two Lakh only) shall be paid by bidders towards EMD by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of "HEEP, BHEL Haridwar", payable at 'Haridwar' and the same shall be enclosed to the "Techno-Commercial bid".
The quotations received without EMD will 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. In respect of successful bidder, the EMD can be adjusted towards Security Deposit. No interest on EMD amount shall be paid by BHEL.

14. The bidder also has to pay ₹ 500 (Rupees Five hundred only) as non-refundable fee for participating in the Tender. This amount shall be paid by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favour of "HEEP, BHEL Haridwar", payable at 'Haridwar' and the same shall be enclosed to the "Techno-Commercial bid". The tenders received without this Tender Fee will be rejected.

15. Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD/PSD forthwith.
16. Earnest Money Deposit (EMD) / Security Deposit (SD) by the bidder shall be forfeited if:
    i. After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
    ii. The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
    iii. Failure to enter into agreement within 15 days of award of contract.
    iv. Failure to submit security deposit within 20 days from award of contract.
    v. 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.
    vi. If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

17. BHEL RESERVES THE RIGHT TO:-
    i. 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.
    ii. 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.
    iii. Evaluate the bids as per BHEL norms by the 'Committee' duly constituted by the BHEL management and its decision shall be final and binding on the transporter.

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iv. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
v. 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.
vi. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
vii. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
viii. Approve such number of transporters as may warrant for smooth operational requirement.
ix. 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.
x. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
xi. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
xii. 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.
    d. Verification of the original documents relating to the vehicles submitted for meeting eligibility criteria.

18. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hardwar, are also liable to be rejected.

19. REJECTION OF OFFERS: All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.

20. VALIDITY OF PRICE BID: The rates quoted shall be valid for a period of 120 days from the date of opening of Price Bid.

21. SCHEDULE OF RATES:
It is mandatory for bidders to quote for all categories i.e. H1, H2 and H3, strictly as per attached "SCHEDULE OF RATES" at Annexure-F. If bidder does not quote for all categories, his/her bid will be rejected in totality.

22. BUSINESS VOLUME:
Estimate of consignments (category-wise) expected to be dispatched to various destinations for the next one (1) year is given hereunder:-

Sl. No	Category	Weight slab	(MT x KM)
1.	H-1	> 35 up to 54 MT (Or up to 04 axles)	32.65
2.	H-2	> 54 up to 81 MT (Or 05 to 06 axles)	49.69
3.	H-3	> 81 & below 100 MT (Or 07 to 10 axles)	92.91

The above estimate value is approximate and tentative which may reduce/increase at the time of actual dispatch.

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23. EVALUATION OF BIDS & AWARDS OF WORK

23.1) Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening.

23.2) No deviation shall be allowed in techno-commercial (Part-1) bid. In case of deviations, the bids shall be summarily rejected.

23.3) Price bids for each of the categories i.e. H1, H2 and H3 will be evaluated separately.

23.4) The rates quoted by the bidder for individual category mentioned (H1, H2 and H3) shall be compared amongst the tenderer and graded L1, L2, L3 … Ln. The bidder quoting lowest rate in particular category will be graded as L-1 in that particular category.

23.5) In case of same position, i.e. L1, L2 and so on, being occupied by more than one bidder, the percentage of business load attributed to that position as per work distribution criterion will be given to one bidder only who will be the winner of a draw based on lottery system conducted in the presence of tender committee and bidders' representatives. The remaining bidders will again participate in another such draw for the next lower position. This process will continue till the position of the last bidder holding the same position is decided. The position of the bidder holding the lower position next to the above concurrent holders will be shifted to the next available position and so on. In case all FIVE positions (in original sequence from L1 to Ln), are occupied before all the concurrent holders of a position are allotted a position, the remaining bidders at whichever position (unsuccessful in all draws) will not be considered for allocation of work.

23.6) If necessary, negotiation may be held with the Bidder whose rates are found L1 in the particular group.

23.7) The work will be awarded on L1 rates only.

23.8) Counter Offer: The negotiated rates of this L1 Bidder would then be counter offered to all bidders (except highest bidder i.e. H1) other than L1 bidder simultaneously. Based on acceptance or rejection from bidders in particular category, FIVE transporters will be selected for each category (in original sequence from L1 to Ln only).

23.9) The award of work is shall be distributed to a maximum of FIVE parties each in category i.e. H1, H2 and H3, subject to acceptance of the L-1 rates. The percentage distribution of the business shall be on descending graded scale (in original sequence from L1 to Ln only) with highest share to L1 and lowest to 5th bidder, category wise as mentioned below:-

Grd	*L1*	*L2*	*L3*	*L4*	*L5*
%	40	25	15	10	10

23.10) In case L1 rates are not accepted by other bidders in any of the Category, the total business load of that category will be allocated to L1 bidder. Hence L1 bidder of the category is bound to undertake total work of that particular group in case no other bidder accepts the counter offer.

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

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

25. CONTRACT AGREEMENT:-

25.1) The tender documents shall be deemed to form an integral part of the contract to be executed for this work. The contract agreement is to be signed within 15 days from award of contract, on non-judicial stamp paper of ₹100/- . Business loading shall commence only on compliance.

25.2) The acceptance of contract has to be signed by the competent authority of Head Office or by the representative authorized by the Head Office of the transporter and shall be submitted to BHEL confirming its acceptance in toto.

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25.3) The transportation rate contract being on all India basis, the Head Office 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.

26. PERFORMANCE SECURITY DEPOSIT (PSD):-

26.1) The transporter shall submit a 'performance security deposit' (PSD) within twenty (20) days from the award of contract / letter of intent / before lifting the consignment (whichever is earlier). The performance security deposit (PSD) shall be in favour of 'Bharat Heavy Electricals Limited, Haridwar'. In case the bidder fails to submit required security deposit with in specified time, BHEL may cancel the award of work/forfeit EMD and arrange the work through alternative source on the risk and cost of the defaulter transporter.

26.2) The rate of Performance Security Deposit w.r.t. Business volume will be as follows:-

Upto ₹10 Lakhs	10%
Above ₹10 Lakhs & upto ₹50 Lakhs	₹1.0 Lakh + 7.5% of the amount exceeding ₹10 Lakhs
Above ₹50 Lakhs	₹4.0 Lakhs + 5% of the amount exceeding ₹50 Lakhs.

26.3) 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.

26.4) Security Deposit may be furnished in any one of the following forms:-

i) Pay Order, Demand Draft in favour of BHEL.

ii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee should be in the format given at Annexure-H. Submission of 'performance security deposit' valid till six months from the expiry date of contract.

iii) By a declaration from bidder to adjust the amount of EMD and remaining amount shall be deposited as per (i) above by the bidder.

Note: a) The security deposit shall not carry any interest.
Note: b) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due on BHEL.

27. TENURE, EXTENTION & TERMINATION OF CONTRACT:

27.1) TENURE: Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of one (1) year from the effective date of award of contract. Bharat Heavy Electricals Limited reserves the right to extend the period of the contract for further period of 3 months on the same rates, terms and conditions before expiry of this contract.
The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.

27.2) EXTENSION: One or more extensions of the contract may be done with mutual agreement between BHEL, Haridwar 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.

27.3) 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.

27.4) 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.

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27.5) 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.

27.6) 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.

27.7) If a transporter after award of contract fails to submit the performance security deposit and /or fails to start work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract may be terminated.

27.8) 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.

27.9) 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 then his contract is liable to be terminated and Earnest Money / Security Deposit shall be forfeited.

28. SUB-LETTING OF WORK:

28.1) Under no circumstances, the transporter after entering the rate contract would be permitted to sublet transportation of consignments entrusted to him through another transporter/ agencies.

28.2) Hiring of vehicles will be permitted; however, sub-letting of work is strictly prohibited. Whole responsibility of safe transportation will rest with the transporters to whom the contract will be awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

29. TRAFFIC REGULATIONS & REQUIREMENTS:

29.1) 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.

29.2) The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

29.3) 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.

29.4) It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.

29.5) The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.

29.6) 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.

29.7) Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

29.8) Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles deployed for the job must be roadworthy, and having necessary road permit, insurance and related documents/ certificates.

29.9) 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.

29.10) Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

30. ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:

30.1) 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.

30.2) 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.

31. PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -

31.1) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

31.2) Good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to secure 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.

31.3) To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.

31.4) 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.

31.5) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.

31.6) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

32. SAFETY OF CONSIGNMENT:

32.1) The transporter shall be solely responsible for the safe custody of the consignments from the time documents are handed over to him until the consignments are delivered at the destination and acknowledgement for the same is duly obtained.

32.2) 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.

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

32.4) 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.

32.5) Transporter shall auction no material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The transporter concerned should take up these cases with the consignee as well as consigner simultaneously.

32.6) 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" but no demurrage payable basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

33. STATUTORY OBLIGATIONS OF TRANSPORTER:

33.1) 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.

33.2) The transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. 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.

33.3) The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

33.4) 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.

34. INDEMNITY:

34.1) The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

34.2) The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.

34.3) The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-

(i) Observance of Labour & Industrial Laws.
(ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
(iii) Documentary compliance relating to freight billing.
(iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

35. TRANSSHIPMENT:

35.1) For consignments dispatched by BHEL, transshipment [unloading from vehicle and then reloading on to another vehicle] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bona-fide reasons, provided approval is taken from BHEL in advance. The vehicle no. in which the material was originally loaded should be recorded in the G.R. for all materials. In the event of failure of VEHICLE anywhere en-route prior written information will be given by transporter to BHEL with 72 hours of such failures mentioning the circumstances necessitating the transshipment. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. Failing this, penalty of 5% of the gross freight amount will be levied.

35.2) In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.

35.3) For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.

35.4) Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.

35.5) Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage back to BHEL free of charge.

35.6) 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.

35.7) Vehicle carrying consignment on full truckload [FTL] basis shall not carry any other consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.

36. PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:

36.1) All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 7.30 AM to 14.30 hrs on all working days. The transporter should provide the vehicles normally within seven (7) days for hydraulic trailers from the date of placement of demand except in exigencies where shorter duration could be inevitable. For placing vehicles at BHEL project sites only placement time shall be Ten (10) days. In case of late placement, late placement charges @ ₹5000 per day will be applicable subject to maximum of 30 % of gross freight. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading consignment. The exit timings shall be generally up to 5.00 PM on working days.

36.2) The transporters shall also ensure that Motor Vehicle Act/Rules as stipulated therein are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of the rate contract w.r.t. axle and tyre configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.

36.3) The vehicle/vehicles required to be deployed under the transportation rate contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to deploy suitable roadworthy vehicles, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure and damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle/vehicles or non-arrangement of transportation will be payable by the transporter to the BHEL and such damage/losses shall be determined by the BHEL at its sole discretion.

36.4) Allocation of work shall be done on transporters based on their percentage distribution of business (as per clause 23.9).

36.5) In case transporter refuses/fails to place vehicle within stipulated time and at required place, the next transporter shall be selected as per clause 23.9 and shall be given the allocation. This process shall be followed till a transporter places the vehicle (from the group of transporters whose % distribution is below as per respective grade of that transporter). In such case,
→loading shall be considered on all defaulter transporters.
→a penalty of an amount equal to 30% of gross freight shall be deducted from all defaulter transporters divided equally from running bills/EMD/SD pending/deposited at any unit of BHEL.
→the transporter will be selected from the group of transporters whose % distribution is equal to or above as per their graded %. This process shall be followed till a transporter places the vehicle.

36.6) •In case all transporter refuses/fails to place vehicle within stipulated time and at required place, then
→loading shall be considered on all defaulter transporters.
→BHEL shall make suitable alternative arrangement at risk and cost of all defaulter transporters.
→a penalty of an amount equal to 50% of gross freight (total actual expenditure) shall be deducted from all defaulter transporters divided equally from running bills/EMD/SD pending/deposited at any unit of BHEL.
Complaints in writing by the suppliers on non-placement, for more than three (3) occasions shall disqualify the concerned transporter for loading of the consignments for one month and shall be counted against performance monitoring.

37. CONSIGNMENT WEIGHT/MEASUREMENTS:

37.1) The weight & dimensions of consignment dispatched from ROD-Mumbai shall be taken as mentioned on RDA (Road Despatch Advice) issued by ROD-Mumbai office. The weight & dimension on RDA shall be based on vendor's packing list/BL/AWB. The weight and dimensions of consignment despatched from vendors works/sub-contractors works to Haridwar and vice-versa and anywhere to anywhere in India, shall be taken as mentioned on Invoice/Challan /PPMIV (Part Processed Material Issue Voucher)

As regards the outgoing consignments of finished goods the documentation, invoicing, dispatch, planning & actual dispatch is done on the basis of weight appearing on packing list fed in system by Design/Shop planning. This weight appearing on Packing List shall be the basis of freight payment and no actual weighment is done.

Weight of accessories which may be used by transport such as spreader beam/sling/rope etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

For outgoing material, in case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer Weigh Bridge. This document shall be countersigned by the executive of BHEL (In charge of weighbridge) or customer representative not below the rank of Executive Engineer. In case, consignment has left Hardwar, and suitable capacity of Weigh Bridge is not available at customer, weighment at any weighbridge on the way duly witnessed and verified by BHEL's executive may also be considered.

38. CONSIGNMENT NOTE CERTIFICATION:

The following information shall invariably be legibly and clearly indicated on the BHEL specific *(as per Annexure-G attached)* 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:-

i) Registration No(s). of the vehicle(s).
ii) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
iii) Name & address of the consignor with specific destination.
iv) Description of the consignments with BHEL Purchase Order (PO) / Work Order (WO) reference.
v) Distance to destination in KM and rate of freight.
vi) Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
vii) Freight details and consignment value.

39. TRANSIT INSURANCE:

Transit insurance of the consignment under transportation by the transporter will be the responsibility of BHEL/Consignee as the case may be. However, transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.

39.1) The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.

39.2) 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.

39.3) 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.

40. VEHICLE MOVEMENT REPORTING:

40.1) The transporters shall be bound to report movement progresses of all consignments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL at regular intervals to the consignor.

40.2) For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone no. shall be intimated to BHEL before the consignment is moved.

40.3) Besides, daily status of movement of outgoing consignments shall be conveyed by e-mail to Planning Section of CDX on *hwrcdxplg@bhelhwr.co.in* and Product Commercial Group without fail.

41. ROUTE & DISTANCE:

41.1) 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 considering the safety of consignment. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.

41.2) The distance for the purpose of freight admissibility shall be the shortest route exhibited in the Station to station distances calculated and approved by the Distance Committee of BHEL and distance chart is given at BHEL Website www.bhelhwr.co.in under the heading "FORMS & DETAILS", sub-heading "Approved Transporter" at address:- http://www.bhelhwr.co.in/bhelweb/Batransporter.jsp or shortest route exhibited in Motoring Guide of India (latest edition)/or the shortest established route for the destination. Wherever a particular station is not appearing in all of above, the distance calculated up to the nearest station available in above will be suitably increased/decreased based on information from other sources like Railway time table, Project authorities etc. in all cases. Regular updation of BHEL approved distances on above mentioned website shall be in the scope of BHEL's Distance Committee.

41.3) If it is found later that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills.

41.4) Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall inform BHEL & take prior permission for longer route. If the transporter transport material without taking permission from BHEL, freight payment will be made as per the shortest route as per clause no. 41.2. Longer route permission will be obtained by transporter from consignor i.e. Incharge CSX/CDX/PPX/MM-CFFP, clearly mentioning the reason for this and BHEL's decision shall be final and binding on the transporter.

41.5) Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.

42. SAFE DELIVERY:

42.1) The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period as per terms & conditions.

42.2) Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.

42.3) For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on weekly basis.

43. DESPATCH DOCUMENTS:

43.1) While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.

i. Despatch Advice Note/Challan,
ii. Excise Invoice (Pink/ Duplicate) indicating Purchase/Work Order reference,
iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
iv. Consignee Copy of LR for door delivery,
v. Road Permit/Waybills etc. wherever applicable,
vi. SMIV/PMIV/Excise Gate Pass, wherever applicable.

43.2) 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.

43.3) In case the transporter fails to deliver original Excise Gate Pass (*duplicate for transporter to claim Modvat*) and any other documents to CSX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.

43.4) Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.

43.5) 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.

44. SPECIAL FACILITIES REQUIRED AT MUMBAI:
The transporters involved in transportation of consignments through our ROD/Mumbai will have to ensure the following: -

44.1) Posting of a skilled and educated staff exclusively for liaison and coordination with ROD/Mumbai to ensure smooth functioning.

44.2) Godown facility to book and store small consignments immediately after port clearance for despatch to Haridwar after due consolidation.

44.3) All transporters to ensure day-to-day communication with CSX-BHEL Haridwar immediately after receipt of goods at their godown at Haridwar.

45. 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. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

46. DELIVERY & ACKNOWLEDGEMENT:

46.1) The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR forms as below.

Acknowledgement / Receipt of Consignment
(To be pre-printed on reverse side of GR/LR)

Received ……..case(s) ……. crate(s) ……. loose … bundle(s) on (Date)……through [*] Trailer. Regn. No…….…. sent vide Consignment Note/LR No ……Dated ……. in [*] Proper / Damaged condition.

Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)

Remarks, if any:
Date Authorized Signatory of the Consignee with Name & Seal
[*] Strike out which is not applicable.

46.2) All door delivery consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments and to CSX, BHEL Haridwar for incoming consignments.

46.3) Door delivery consignments with consignee copy for self-consignments and also godown delivery consignments will have to be delivered by the transporter to CSX, BHEL Haridwar as soon as the intimation either telephonically or in writing, is received by the transporter, as to the availability of consignee copies of LR's with BHEL.

46.4) The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments to CSX, BHEL Hardwar. Additional delivery charges from the city godown to BHEL Hardwar may be billed extra subject to satisfactory completion of delivery.

46.5) 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.

46.6) No other miscellaneous charges will be paid against such consignments both for incoming/ outgoing cases irrespective of nature of booking including godown delivery consignments.

46.7) 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.

46.8) 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.

46.9) The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.

46.10) Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed Annexure-I, 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.

46.11) 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.

- No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

47. 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.

48. SCOPE OF CONTRACT AND PAYMENT TERMS:-

The scope of the rate contract shall cover transportation of turbines and other heavy-lift jobs (including its accessories - if required) accordingly, on hydraulic trailers, deploying different modular axle configurations up to 10 axles maximum by single row, flat bed from BHEL-Haridwar to various places all over India and vice-versa and any point to any point in India, on request of BHEL.

48.1) Category of Loads:- Single Piece Equipments / jobs weighing above 35 MT and below 100 MT will be covered under the scope of this contract.

48.2) The scope will also cover Loading, Unloading, dragging and placement on plinth wherever and whenever required by BHEL/ its customer / site offices.

48.3) The consignments covered under the scope for transportation against the rate contract shall be single piece consignments of maximum width of 5.00 meter, height of 4.00 meter beyond which the consignment will be treated as ODC. The length of the job will not exceed the platform length of the axle. The axles are deployed to suit the weight consignment. The weight per axle should not be more than 13.5MT.

ODC Charges

i) For ODCs having width more than 5.00 meter and below 6.00 meter OR height more than 4.00 meter and below 5.00 meter, ODC charges shall be calculated as mentioned below,

Width(mtr)→	Above 5 mtr & upto 5.25mtr	Above 5.25mtr & upto 5.5mtr	Above 5.5mtr & upto 5.75mtr	Above 5.75mtr & below 6.00 mtr
Height(mtr) →	Above 4 mtr & upto 4.25mtr	Above 4.25mtr & upto 4.5mtr	Above 4.5mtr & upto 4.75mtr	Above 4.75mtr & below 5.00 mtr
ODC charges	5%	12%	20%	30%

Signature & Seal of bidder

(For example if the width of the consignment to be transported is 5.62 Meter and the gross basic freight value is 10 Lacs then the ODC charges will be 20% and the increased total freight will be 10x1.20 =12 Lacs).

ii) No ODC charges will be paid for length.

iii) For ODC consignments, ODC charges in relation to basic non ODC size will be made, but only for one extra dimensional feature (Either Height or Width), whichever is more.

48.4) Payment will be made at the rate of 13.5MT per axle deployed limited to maximum of 10 axles.

48.5) Once a consignment is dispatched, the minimum chargeable distance will be 200 KMs.

48.6) Payment will be made for number of hydraulic axles suited to transport the job considering both weight and length consideration (higher of the number of axles computed from the two considerations), subject to actual deployment. For weight consideration suitable number of axles will be computed by dividing weight by 13.5MT. For length consideration suitable number of axles will be computed by dividing length by 1550 mm. Furthermore, axles deployment shall be considered in multiple of two (02) for the purpose of payment subject to actual deployment.

48.7) Transportation of more than one job by using same puller is not allowed. In case jobs are clubbed to single puller, payment will be restricted to number of axles based on consideration of total weight of the jobs.
In case a transporter fails, BHEL will make alternative arrangement at the risk and cost of the transporter.

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

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

48.10) BHEL shall be responsible for loading of all outgoing and unloading of all incoming consignments in its factory premises.

49. TRANSIT TIME:

49.1) Timely delivery is the essence of the contract. The transit time shall be reckoned based upon average run/day as under, inclusive of time taken to clear obstructions and RTO formalities en-route.

Sl	*Consignment Category*		*H1*	*H2*	*H3*
	Axle deployment	No.	Per axle load shall not exceed 13.5 MT		
1.	*Average Run/day for normal consignments*	KM	100	80	70
2.	*Average Run/day for ODCs (Clause no. 48.3) considering safety of ODC.*		50		

49.2) Delivery delays shall result in performance assessment, over and above the penalty leviable as per General Terms & Conditions of the contract.

50. PENALTY FOR DELAY IN DELIVERY:

50.1) If consignments are not delivered within the transit schedule [transit time reckoning the permissible speed plus 2 (two) days grace period excluding the day of loading & unloading], a penalty @ 2/7% of the basic freight charges per day delay subject to a maximum of 30% of gross freight shall be levied.

Signature & Seal of bidder

50.2) For determining the number of days for transit time, for the left over distance, which is below the distance fixed per day, one additional day, will be computed.

50.3) Additional grace period for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.

i.	At each railway crossing (For o/h height barrier removal or/and power shutdown only)	4 working days
ii.	From / to hill regions/N.E.Regions	5 days
iii.	Octroi / Entry Tax clearance	2 days or actual
iv.	Self and Delivery Against Consignee Copy	7 days
v.	Crossing the border of state including Uttarakhand	1 day per state (no proof required).

50.4) Condonation of delays/transshipment etc. and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, CDX, BHEL Hardwar shall decide additional transit time in consultation with the concerned departments of BHEL.

50.5) *Force Majeure*:

i) 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*.

ii) 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 (CDX/CSX), 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.

iii) For the purpose of computing the delivery time, the date of LR or actual date of exit from plant (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/Concerned product commercial groups/other BHEL officers/Central Despatch.

51. FREIGHT PAYMENT:

51.1) Mode of payment of freight will be either on:

i) "To Pay" [TP] *(i.e. to be paid by our Consignee/Customer)* basis after receipt of goods at destination, or

ii) "To be billed/Prepaid" [TBB] *(to be paid by BHEL)* after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.

51.2) All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar through CSX.

51.3) For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid category, payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.

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

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

51.6) Transporter will furnish money receipt for the freight payment wherever required within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further

bills. Security deposit of a transporter will not be released unless money receipts (wherever required) against all the freight payments made to him has been received.

51.7) Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.

51.8) 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.

51.9) Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.

- In terms of service tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have no availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No.12/2003 ST dated 26/06/2003.

51.10) Freight increase on any account will not be permissible.

52. LOADING AND UNLOADING OF CONSIGNMENTS:

52.1) BHEL shall be responsible for loading of all outgoing & unloading of all incoming consignments in its factory premises.

52.2) Unloading of outgoing consignments at the customer's end / BHEL site / sub-contractors works shall be done as per terms of BHEL's contract with the customers / sub-contractors.

53. OCTROI/ENTRY TAX:

53.1) 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.

53.2) 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.

54. PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:

54.1) 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.

54.2) Business distribution as specified in Terms & Conditions may therefore, vary from time to time, depending upon the performance of the transporters.

54.3) Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

55. ARBITRATION:

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, Haridwar. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Haridwar.

56. JURISDICTION:

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

57. RESCUE OPERATION

Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if

any, on the carrier /crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

58. Grace Period for Kanwad Mela (In July/August)/other delays:

58.1) A grace period of total 12 (Twelve) days on account of Kanwad Mela (10 days relaxation before Date of Shivratri, 1 day of Shivratri and 1 day relaxation after Date of Shivratri) shall be given only in respect of the consignments which are due to pass in the restricted zone i.e. Hardwar– Roorkee–Muzaffarnagar - Meerut - during the period as per the contract and starting date of consignment. This relaxation shall be for placement time of vehicles as well as for delivery time.

58.2) Delays in transportation of consignment due to imposition of restriction by state government beyond the control of transporters will be granted grace period by BHEL authorities for the purpose of obtaining clearances from the various state govt. departments. Maximum grace period will be limited to 15 days. However, transporter has to obtain prior permission from the BHEL and required to submit documentary evidence obtained from the department concern of the state government in support of the same.

59. POWER BLOCK/HEIGHT GAUGE CHARGES AND ODC CHALLAN REIMBURSEMENT:-

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

59.2) The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 3500 mm.

59.3) Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of four (4) working days shall be considered at each gate subject to submission of the proof.

59.4) Challan for ODC Consignment.

i) If on account of ODC, any challan is paid by the transporter to State Govt. Authorities, the same will be reimbursed on production of original receipt/ proof; the receipt/ proof submitted shall contain the respective vehicle Nos. against which the challan is paid and reason for which challan has been levied. (This is to be noted that, payment will be made only for one i.e. ODC charges mentioned at clause no 48.3 or ODC challan reimbursement at clause no. 59.4, whichever is more).

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

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

60. HILL AREA FREIGHT:-

The transportation of consignments to various hill area sites is also included. The transporter shall be paid extra freight @ of 60% of basic freight rate applicable for the categories of consignments for hill distance portion only in addition to the normal freight due to the transporter for the total journey.

61. DETENTION CHARGES:

61.1) AT UNLOADING POINT:-

Detention charges at unloading point shall be payable/regulated as under.

a. For first three (3) days from the date of reporting/date of entry at site: Nil
   Reporting should by certified by the BHEL Executive at the site or customer.
b. Beyond three (3) days: Rs. 1500/- (Rupees Fifteen hundred only) per axle per day for each additional day.
c. Date of exit will not be counted for detention.
d. No detention charges, whatsoever shall be payable if the responsibility for delay in unloading rests with the transporter and the site is ready to receive the goods.

e. Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL responsibility.
f. The period of detention shall be certified by the consignor/Customer/Site-In-charge/Product Commercial/concerned RODs.

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

61.2) LOADING POINT:
Detention charges at loading point shall be payable/regulated as under:
a. For first three (3) days from the date of reporting (from requisition date if placement date is earlier) : Nil
b. Beyond three (3) days: Rs. 1500/- (Rupees One thousand only) per axle per day for each additional day.
c. Date of exit will not be counted for detention.
d. The period of detention shall be certified by the consignee/Customer/Site-In-charge/Product Commercial/concerned RODs/Central Despatch.

61.3) Total detention Charges for both loading and unloading points taking together under clause 14.2 and 14.3 above shall not exceed Thirty (30%) percent of the gross freight charges.

61.4) If any Hydraulic Trailer is placed at BHEL/ Site after given requisition and if due to some reason, vehicle is not actually loaded & dispatched and returned back, detention charges will be paid @ Rs. 1500/- (Rupees Fifteen hundred only) per axle per day for each additional day after placement date subject to maximum of gross freight chargeable for distance of 200 KMs for the concerned placement category. Number of axles deployed must be verified by BHEL/customer.

62. VEHICLE MONITORING SYSTEM:

62.1) The transporter shall ensure that a GPS based Vehicle Monitoring Unit (VMU) meeting the requirements of Server based Data collection and display, Connected to GSM network with Software for data collection, processing and display on country map of GSI with National & State Highways of various landmarks, Zoom & Pan facilities shall be installed on the prime movers which shall be accessible to BHEL for monitoring the movement of the vehicle.

63. DISTRIBUTION OF DEMAND

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

63.2) Refusal/non-placement as per the roster not materializing, the same will be offered to next in sequence and finally applied for dealing as per terms & conditions with the original allotted transporter.

63.3) However, loading as above will be subject to increase or decrease based on the over-all performance of the transporter.

64. COORDINATING AGENCY AT BHEL: It is to be noted that, nodal agency at BHEL for coordination of any type of query, reporting, tracking of material, issues enroute etc. with transporters shall be the awarding agency who is handing over material to the transporter.
For outgoing materials from BHEL, Haridwar, Officer of Planning section of CDX shall be contacted at 01334-284311.

CDX will be monitoring and maintaining % distribution (as per contract) only for outgoing consignments. For all other materials being transported against this contract, fulfillment of all contract terms and conditions shall be in the consignor scope.

65. INTEGRITY PACT: In order to have more transparency, Sh. D.R.S Chaudhary, IAS (Retd.) has been nominated as IEM for this contract, who will monitor the tender process and the execution of the contract for compliance with the principles. More details are given in "Integrity Pact" attached (Annexure-L). The supplier has to attach signed copy of integrity pact in Part-I of tender. Tender without signed copy of Integrity pact will not be accepted. Format of Integrity Pact is attached.

66. Price Variation Clause on account of Diesel rates variation:

The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
The reference diesel rate shall be the actual diesel rate as on date of 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.

The latest diesel rate, available on IOCL website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month.
For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL diesel rate available by 15th July.

The percentage of extra freight charges shall be the 20% 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 2% extra freight charges of basic freight charges (Rate x MT x Kms) due to diesel escalation shall be payable to the transporters.

In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly. The extra/reduced freight charges shall be payable on all bookings subsequent to diesel price hike/reduction date. In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

Sr. Dy. General Manager (CDX)
Bharat Heavy Electricals Limited, Haridwar

Signature & Seal of bidder

Annexure-B

Details of Axles

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

Sl.	Owner	Axle Reg. No.	Chassis No	Registered capacity per axle (in MT) as per Gazette	Gazette page No. in the bid	No of Axles	Notarized RC Copy, Attached (Y/N)	Page No. in the bid	Fitness Certificate Attached, (Y/N)	Fitness valid Up to	Page No. in the bid	Year of Manufacture	Make
1													
2													
3													
...													

Signature & Seal of bidder

Annexure-C

Details of Prime Movers

(To be filled in accordance with Clause no. 1 of Section-I of Annexure-A)

Sl.	Owner	Reg. No.	HP (Minimum 350 HP each)	Make	Year of Manuf.	Notarized RC copy, Attached (yes/no)	Page No. in the bid	Fitness Certificate Attached (Yes/No)	Page No. in the bid	Fitness valid Up to
1										
2										
3										

Signature & Seal of bidder

Annexure-D

PROFORMA FOR BANKER'S CERTIFICATE ON BANK LETTER HEAD

TO WHOMSOEVER IT MAY CONCERN

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

(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. Lacs)

Particulars	2011-12	2012-13	2013-14
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.

Signature & Seal of bidder

Annexure-E

Self-Certification Affidavit

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

To,
Sr. Dy. General Manager (CDX), HEEP, BHEL HARIDWAR

1. We…….. (IBA Code ……) have read the Tender terms & conditions' of tender No. ……. 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. ……/- (Rupees …….. Lakhs 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 put on hold, suspended, de-listed, banned or black listed by any of the BHEL Units/Govt. organizations.
- We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation.
- We confirm that we have not changed any information in tender documents submitted.
- 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 forged
  - Or if BHEL determines in its sole discretion that nay statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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.

Signature & Seal of bidder

Annexure-F

(PRICE BID FORMAT)

SCHEDULE OF RATES
ALL INDIA TRANSPORTATION BY HYDRAULIC TRAILERS

Sl. No	Category	Weight slab (MT)	Approx. Bill of Quantity (MTxKM) Lacs	Rates in ₹ Per KM per MT	
				In Figure	In Words
1	H-1	Weight > 35 MT & up to 54 MT Or up to 4 Axles	32.65		
2	H-2	Weight > 54 MT & up to 81 MT Or 5 to 6 Axles	49.69		
3	H-3	Weight > 81 MT & below 100MT Or 7 to 10 Axles	92.91		

NOTE:-

I. Above rates are valid for period of 120 days from date of price bid opening.
II. Rates should be quoted in figures as well as words.
III. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

Signature & Seal of Authorized signatory

Signature & Seal of bidder

Annexure-G

Name & address of the transporter

Prescribed L/R Performa

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No. _____ Date: _____ Despatch Control No. _____ _____

Consignor's Name & Address: _____ **From:**

Consignee's Name & Address: _____ **To:**

ON ACCOUNT OF BHEL, Haridwar

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 despatch	Basis of Delivery	Road Permit/Way Bill
		Door/Godown	

No	Description of consignment	Weight	Freight Billing	Particulars	Amount(Rs.)
		(Actual)		Freight amount	
				ODC –	
				Unloading charges	
		(Charged		Any other charges	
Declared value of consignment Rs.				Total	

1. 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.
2. 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:

1. The despatch has been made vide Control No. ..... as above on .....
2. 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.
3. 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 despatch official of Consignor with seal

Signature & Seal of bidder

Annexure-H

BANK GUARANTEE BOND

BG against agreement dated …../……/…… in respect of Tender No. HWR/CDX/HYD-H1, H2 & H3/2014-15 In consideration of the Bharat Heavy Electricals Limited, ……Division (hereinafter called 'the Company') having agreed to exempt …….. (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. ……made between …….. and ……for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs……..(Rupees…….. only).

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

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

Signature & Seal of bidder

Annexure-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.			
Despatch Advice Note No.			
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)

Signature & Seal of bidder

Annexure-J

Freight Bill Performa

TENDER NO. : HWR/CDX/HYD-H1, H2 & H3/2014-15

Name of Transporter :_____ Bill No.
Full Address :_____ Date.
Pan Number:_____
Service Tax Regn. Code:_____

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

We hereby submit our Bill for Transportation of your goods.

S. N.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	WO No. & Date	Vehicle No.	Remarks

Total amount in words_____

Signature & Seal of Transporter

Total amount in words verified for payment Rs. _____

Sr. Manager (Stores/Traffic)

Dy. Manager (Stores/Traffic)

Sr. Stores Officer (Stores/Traffic)

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Signature & Seal of bidder

Annexure-K

Company Profile of the Tenderer

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:
   (Notarized copy to be attached)
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:

Sl. No.	Place/Location	Address	Contact Person	Phone	Fax	E-mail Id

19. Details of Vehicles owned.
20. Details of Clients.

Sl. No.	Name of Client	Job Details	Contract duration	Contract Value.

20. Membership of Professional Associations, *if any*
21. Associates, *if any*.
22. Certificate of Registration with GoI, MoS, RT&H, *if any:*

(Signature of the Authorised signatory affixing official seal of the Bidder)
Name:
Designation:

Signature & Seal of bidder

Annexure-L

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for …… The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

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

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

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

Signature & Seal of bidder

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

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

Section 3- Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor(s)

8.1 The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. Sh. D.R.S Chaudhary has been nominated as IEM for this contract. His address is as below.

Flat No. L-202 & L-203 (1st Floor)
Ansal Lake View Enclave, Shamla Hills, Bhopal- 462 013
Ph: +91 755 -4050495
Email: dilip.chaudhary@icloud.com

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

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest,

Signature & Seal of bidder

unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

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

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal
(Office Seal)

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

Place ---------- Date ----------

Witness:

(Name & Address)

Witness:

(Name & Address)

Signature & Seal of bidder