



NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/19-20/001

DATE: 15.10.2019

SUB: TENDER DOCUMENTS (IN TWO PART BID) FOR ALL INDIA TRANSPORTATION RATE CONTRACT OF CONSIGNMENTS (Above 32 MT & up to 200 MT) BY HYDRAULIC TRAILER

1. Sealed bids are invited from reputed, IBA approved, financially sound transporters for award of all India transportation rate contract of consignments (above 32 MT & up to 200 MT) by hydraulic trailer for a period of Two Years with provision of further extension up to three months on the same terms and conditions with mutual consent.
2. This document shall be referred as CDC/T/19-20/001, Dated 15.10.19 and it consists of the following documents

Sr.	Documents	Pages
1	Covering letter	2
2	Tender document including Terms and Conditions and Schedule of Rate – Price Bids	31
3	Annexure to the Tender documents (13 Annexures)	15
4	Integrity Pact Agreement (Annexure 1-2)	6

3. Scope of work:

The contracts shall cover transportation of goods weighing above 32 MT & up to 200 MT, from anywhere to anywhere within India by road on Hydraulic Trailers (Consisting of a puller and set of hydraulic axles), excluding transportation to/from Hydro Power/any other Projects in the hilly region beyond points as given at S-8.1.

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

4. The bid is to be submitted in two parts as under:
 - a. **Part I –Techno-Commercial Bid** should contain all the documents including Tender Cost, EMD and other annexures required for Techno-Commercial acceptance as defined in Terms and Conditions.
 - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/19-20/001” and due date of opening only.
5. **Cost of Tender Document** : Rs 2000/- + 18% GST
6. **Earnest Money Deposit** of Rs. 5.0 Lacs (Rs. Five Lacs only) is to be deposited in the favor of “BHEL Jhansi” payable at Jhansi in the various modes as per clause G-9.

As per 15/10/19



7. Above two sealed envelopes (Part-I and Part-II) along with "Letter from Bidder to AGM (CDC) regarding submission of Bid" should be again sealed in a separate common envelope super scribed as "Tender No. CDC/T/19-20/001 and "Due Date of opening "....-Nov-2019" and offer must be dropped in tender box of tender room, addressed to:

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

8. Above bid to reach on or before dated-Nov-2019, 1315 Hrs, in tender box. Above bid is to be sent under Registered post/ speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before due date.
9. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date "....-Nov-2019". The sealed common envelope and first sealed envelope containing "Part I- Technical Bid" will be opened on the same day i.e. "....-Nov-2019" at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
10. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender. Refer relevant clause of Terms & Conditions.
12. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality whatsoever without assigning any reason thereof.
13. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
14. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9AM to 4 PM**.
15. Any request for change of opening date of tender shall not be entertained.

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

**AGM (CDC)
BHEL Jhansi**



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

P.O. BHEL, Jhansi- 284120

Central Dispatch Cell

TENDER DOCUMENT

For

**All India Rate Contract for Transportation of
consignments weighing above 32 MT & up to
200 MT by Hydraulic Trailers**

Tender Document No.

CDC/T/19-20/001

Date 15th Oct'2019

Accepted
15/10/19



INDEX

Sr.	Clause No	Title	Page No
1	G-1	Scope of Work	5
2	G-2	Pre-qualification Criteria	5-6
3	G-3	Statutory Documents	6-8
4	G-4	Bid Evaluation Criteria	8-9
5	G-5	Offer Validity	9
		GENERAL TERMS & CONDITIONS	
6	G-6	Bidders shall take note and ensure the following	10
7	G-7	BHEL Reserves the Right to	10-11
8	G-8	Contract Agreement	11
9	G-9	Earnest Money Deposit	12
10	G-10	Performance Security Deposit (PSD) & Stamp Duty	12-13
11	G-11	Tenure, Extension & Termination of Contract	14
12	G-12	Sub-Letting of Work	14
13	G-13	Traffic Regulations & Requirements	15
14	G-14	Route Permit/National Permit/Clearance	15
15	G-15	Protection/Safety of Consignment During Transit	16
16	G-16	Statutory Obligation of Transporter	17
17	G-17	Indemnity	17-18
18	G-18	Transshipment	18
19	G-19	Placement of Vehicles	18
20	G-20	Consignment Weight/Measurements	19
21	G-21	Dispatch Documents	20
22	G-22	Consignment note Certification	20
23	G-23	Transit Insurance	20-21
24	G-24	Vehicle Movement Reporting	22
25	G-25	Route & Distance	22
26	G-26	Escorts	22
27	G-27	Delivery & Acknowledgement	23
28	G-28	Recovery Towards Idle Crane Charges	23
29	G-29	Transit Period & Penalty for Delay in Delivery	23-25
30	G-30	Freight Payment	25-26
31	G-31	Taxes & Duties (GST Clause)	26
32	G-32	Freight Escalation (PVC Clause)	27
33	G-33	Performance Evaluation/Business Distribution	27
34	G-34	Risk & Cost / Penalty	28
35	G-35	Arbitration	28
35	G-36	Jurisdiction	28
		SPECIAL TERMS & CONDITIONS	
37	S-1	Qualifying Criteria	29
38	S-2	Minimum Chargeable Weight	29
39	S-3	Loading & Unloading Charges	29
40	S-4	ODC Charges	30
41	S-5	Charges for Dragging / Placement on plinth	30
42	S-6	Detention Charges	30
43	S-7	Rental Charges during testing	31
44	S-8	Hilly Regions/Extra Freight Charges/Other charges	31
45	S-9	Letting Fee (Penalty) re-imbursement	32
46	S-10	Business Volume	32
47	Annexure S-A	SCHEDULE OF RATES (Price Bid Format)	33



G-1) SCOPE OF WORK

- 1.1. The contracts shall cover transportation of consignments such as Transformers, Locomotives, Plant & machinery and any other item weighing above 32 MT & less than 200MT by Hydraulic Trailer from anywhere to anywhere within the boundaries of India, excluding transportation to/from Hydro Power Projects/ any other projects in the hilly region of North & North East states beyond points as given at S-8.1

Consignment shall be classified into following Six Weight categories:-

- a. **M1** - Above 32 MT & up to 54 MT
- b. **M2** - Above 54 MT & up to 81 MT
- c. **M3** - Above 81 MT & up to 108 MT
- d. **M4** - Above 108 MT & up to 135 MT
- e. **M5** - Above 135 MT & up to 189 MT
- f. **M6** - Above 189 MT & up to 200 MT

Transportation of consignment shall be classified into two distance categories

- a. up to 800 KM
- b. Above 800 Km

- 1.2. The approximate **Business volume** in two years period is expected to be **Rs 421.50 Lakhs** MT- Kms in two years with a variation of $\pm 30\%$. For proportional break, refer Clause S-10.

G-2) PRE-QUALIFICATION CRITERIA

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

a) OWNERSHIP OF FLEET:

The bidder should have the ownership of fleet of heavy duty independent trailers having minimum 60 hydraulic axles and 10 Prime Movers (3 Prime Movers of minimum 280 HP capacity, 3 Prime Movers of minimum 300 HP capacity, 3 Prime Movers of minimum 400 HP capacity & 1 Prime Mover of minimum 500 HP capacity or above) suitable for transportation of consignment weighing above 32 MT & up to 200MT, registered in the name of bidder duly substantiated by the notarized copies of documents of ownership as on tender opening date.

60% of the total Hydraulic axles & Prime Movers, as called above, should not be more than 12 years 06 months old as on issue date of tender.

b) FINANCIAL REQUIREMENT:

Average Annual financial turnover during the last 3 financial years, ending 31st March 2019 should be at least **Rs 775.50 Lakhs**. Copy of duly Audited Financial statements for the years ending 2018-19, 2017-18 and 2016-17 by CA to be submitted as a supporting document.

Signature
15/10/19



c) **EXPERIENCE:-**

The bidder should have transported minimum ten single piece consignments, each not less than 100 MT, for a distance of minimum 500 KM for each consignment in the last 3 years till the issue date of tender. Copy of work completion certificate to be enclosed.

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

2.3 **OFFICE RELATED REQUIREMENTS**

Bidder must have an office in Jhansi, equipped with one computer with email facility & one mobile telephone. If not, then bidders have to establish an office with the facilities mentioned above within 30 days from the date of issue of letter of Intent.

G-3) **STATUTORY DOCUMENTS**

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

- a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
- b. Earnest Money of Rs. 5.00 Lacs (Rs. Five Lacs).
- c. Receipt of Cost of Tender of Rs 2000/- + 18% GST
- d. Company Profile of Bidder (Annexure G-B)
- e. Statement of Evaluation (Annexure G-C)
- f. Banker's certificate (Annexure G-D)
- g. Duly Audited Annual financial statements of last 3 years.
- h. Copy of Income Tax return for three previous financial years.
- i. Self-Certificate Cum Affidavit (Annexure G-E) on non-judicial stamp paper worth Rs.100/-
- j. Self-Declaration on Rs.100/- non-judicial stamp paper as per clause 3.2 & 3.4.
- k. Valid IBA Certificate on Bank Letter Head
- l. Notarized copy of registration of Prime movers & Axles/RTO Authentication as per (Annexure G-F)
- m. Details of Staff, Computers, Internet Connection, e-mail address, Mobile Number at Jhansi Office.
- n. Copy of tender document signed and stamped on each and every page as a token of acceptance.
- o. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
- p. A sealed envelope containing price bid.
- q. Integrity Pact Agreement duly filled & signed-stamped as per Annexure-1 & 2
- r. Experience related document as per Clause 2.1 (c)



- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
- a. Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
 - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
 - c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
 - d. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
 - e. Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2017-18 & 2018-19) on account of non-performance.
- 3.3. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorised Signatory shall be the person holding 'power of attorney' on behalf of the firm/ company & authorised/empowered to act on behalf for the specific purpose.
 - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/ Public Notary/ Registrar of Companies.
 - c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
 - d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/ instrument of partnership duly certified by a Gazetted Officer/ Public Notary.
 - e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
 - f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.
- 3.4. The Bidder shall disclose /confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.
- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
 - (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/ Proprietors) duly supported by self-attested copies of relevant documents.
 - (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on www.bhel.com) nor any of the Director/ Partner/ Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
 - (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).

Accepted
15/11/19



- (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provision or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if
- BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
 - Any document submitted by the Bidder was fake or forged
 - Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

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

G-4) BID EVALUATION CRITERIA:

- 4.1. Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Reverse Auction / Opening of price bid (Part-2).
- 4.2. **The price bids will be evaluated on the Grand Total (i.e. Business Volume X Quoted rates of Six weight categories & two distance slabs) - Refer Price Bid Format.**
- 4.3. It is intended to award the rate contract to maximum seven transporters. However the distribution shall be limited by number of qualified responses in the following manner:-

If N is the qualified responses (N being greater than or equal to 03), the distribution will be done among N-1 responses.

Following table depicts the distribution between 01 to 07 transporters, as the case may be:-

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



- 4.4. In the course of evaluation after opening of price bid, if more than one bidder happen to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
- 4.5. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure 'G-M'.
- 4.6. BHEL reserves the right to go for Reverse Auction (RA) as per RA guidelines 2016 (Guidelines as available on www.bhel.com) instead for opening the sealed envelope price bid. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

G-5) **OFFER VALIDITY:**

- 5.1. Offer should remain valid for acceptance for a minimum period of 06 months from the tender opening date.
- 5.2. The rates should be firm for a period of two (2) years from the date of acceptance of the tender except for adjustment in freight rate due to increase/decrease in retail selling price (RSP) of Diesel in Lucknow. Refer clause on 'Freight Escalation'

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

Handwritten signature
15/10/19



GENERAL TERMS & CONDITIONS

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

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

G-7) BHEL RESERVES THE RIGHT TO: -

- 7.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 7.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 7.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 7.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.



- 7.7. Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 7.8. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 7.9. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
- 7.10. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
 - a) Establishing local office with facilities as required.
 - b) Submission of Contract agreement.
 - c) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.

G-8) CONTRACT AGREEMENT:

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

Neelak
15/10/19



G-9) EARNEST MONEY DEPOSIT (EMD)

9.1. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT) in the following forms from any of the BHEL Consortium Banks or Nationalized banks only payable to "BHEL JHANSI" along with the 'techno-commercial' bid. Tenders not confirming to this condition will be summarily rejected:

- a) Electronic Fund Transfer credited in BHEL account (before tender opening),
BHEL ACCOUNT DETAILS: BANK NAME: - STATE BANK OF INDIA;
A/C NO. : - 10670828866; IFSCODE: - SBIN0003807,
A/C HOLDER NAME: - BHARAT HEAVY ELECTRICALS LIMITED
- b) Banker's Cheque/ Pay order/ Demand Draft, in favour of BHEL (along with offer).
- c) Fixed deposit receipt (FDR) issued by scheduled banks/ Public financial institutions as defined in the companies act (FDR should be in the name of the bidder, a/c BHEL Jhansi4).

In case total EMD amount is more than Rs. 2 lakhs, the amount in excess of Rs. 2 lakhs may be accepted in the form of Bank Guarantee from scheduled bank. The bank guarantee in such case shall be valid for at least 06 months.

- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 10.4
- 9.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit (PSD) within the stipulated period after award of the contract.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

G-10) PERFORMANCE SECURITY DEPOSIT (PSD)

- 10.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 10.2. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.
- 10.3. Transporter shall submit the 'Performance Security Deposit' within 15 days of issue of Letter of Intent (LOI). The balance amount to make up the required security deposit of 5% if the contract value may be accepted in the following forms-

- a) Local cheques of scheduled banks (subject to realization)/ Pay order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.



- b) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL. **Bank Guarantee should be valid throughout the contract period with additional six month claim period.**
- c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of transporter, A/C BHEL JHANSI duly discharged on the back.
- d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- e) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- f) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Department of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
- g) Security deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
- h) The Performance Security Deposit shall not carry any interest.

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

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

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

Accepted
15/10/19



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

- 11.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of two (02) years from the effective date of award of contract. However, BHEL reserves the right to short close the contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 11.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 03 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the contract.
- 11.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice in writing by registered post, speed post or e-mail or in person under recorded delivery.
- 11.4. If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- 11.5. If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with him may ultimately be terminated.
- 11.6. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 11.7. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 11.8. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arise.

G-12) SUB-LETTING OF WORK:

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



G-13) TRAFFIC REGULATIONS & REQUIREMENTS:

- 13.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 13.2. The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 13.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
- 13.4. It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 13.5. The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.
- 13.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 13.7. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 13.8. Transporters shall ensure that the latest applicable Motor Vehicle Act 1989 (as amended up to date)/ Motor Vehicle Rule is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 13.9. All drivers/concerned staff related to the transportation activities under this rate contract, should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 13.10. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

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

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

Asafale
15/10/19



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

- 15.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
- a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
 - b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
 - c) **To protect the consignments, transporters shall ensure Tarpaulin covering to the consignments.**
 - d) Compliance of all the safety precautions and other instructions required in road Transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
 - e) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
 - f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- 15.2. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 15.3. In case of incoming consignments, if packing case is found damaged (and material inside is found OK), CRX head may impose deduction limited to 1% of the freight charges.
- 15.4. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 15.5. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 15.6. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 15.7. Transporter shall not auction any material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 15.8. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" basis. In such cases, liability for to & fro freight will rest with BHEL.



G-16) STATUTORY OBLIGATIONS OF TRANSPORTER:

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

G-17) INDEMNITY:

- 17.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority.
- 17.2. The transporter shall indemnify and keep indemnified the BHEL against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.

Accepted
15/10/19



- 17.3. The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against: -
- Observance of Labour & Industrial Laws.
 - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - Documentary compliance relating to freight billing.
 - Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-18) TRANS-SHIPMENT:

- 18.1. Transshipment (change of hydraulic axles) shall be permitted in very special cases & with the prior permission of BHEL only. In case of transshipment, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- 18.2. If it is established that unauthorized trans-shipment is done (i.e. without taking prior permission from BHEL), then 20% of Basic freight charge shall be deducted with approval of next higher authority of CDC head.
- 18.3. For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
- 18.4. Any transshipment anywhere shall be done under strict supervision of the transporter / his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
- 18.5. Change in Puller can be allowed with prior permission of CDC head.

G-19) PLACEMENT OF VEHICLES

- 19.1. The transporter should ensure that vehicles placed have valid registration, insurance, permit and fitness certificate.
- 19.2. At least 7 days advance written notice for placement of trailer will be given by BHEL OR BHEL suppliers indicating required date of placement of vehicle. The transporters have to place the demanded vehicle within 2 days of the demanded date. In case the vehicle is not placed within 2 days of demanded date, penalty of Rs. 1500/- per day per axle shall be imposed & recovered from the pending bills of the transporter limited to 5% of freight bill of the demanded consignment. Also, request for placement shall be given to the next transporter in order of work performed till date.
- 19.3. In case the vehicle is not placed beyond 10 days of demanded date or the transporter refuses to place the vehicle, BHEL reserves right to get the transportation done by hiring the vehicle from the market at the Risk & Cost of the transporters.



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

- 20.1. Considering the safety and stability of consignment, transporters will place minimum 4 axles and then axle modules are to be added in even numbers).
- 20.2. Chargeable weight shall be calculated based on the number of axles (in the multiples of two axles) required for transporting the consignment multiplied by 13.5 MT/ axle. Number of axles shall be calculated considering on the following (whichever is higher):-
 - Design weight of the job & considering that weight carrying capacity of each axle is 13.5 MT
 - Length of the job & considering the length of each axle is 1500 mm.

Example

1. Weight - 63 MT, Length - 5800 mm
No. of Axles required based on weight = $63/13.5 = 4.66 \sim 6$ Axles
No. of Axles required based on length = $5800/1500 = 3.86 \sim 4$ Axles
Hence the chargeable weight = $6 \times 13.5 = 81$ MT
 2. Weight - 75 MT, Length - 9500 mm
No. of Axles required based on weight = $75/13.5 = 5.55 \sim 6$ Axles
No. of Axles required based on length = $9500/1500 = 6.33 \sim 8$ Axles
Hence the chargeable weight = $8 \times 13.5 = 108$ MT
 3. Weight - 105 MT, Length - 8000 mm
No. of Axles required based on weight = $105/13.5 = 7.77 \sim 8$ Axles
No. of Axles required based on length = $8000/1500 = 5.33 \sim 6$ Axles
Hence the chargeable weight = $8 \times 13.5 = 108$ MT
 4. Weight - 125 MT, Length - 16000 mm
No. of Axles required based on weight = $125/13.5 = 9.25 \sim 10$ Axles
No. of Axles required based on length = $16000/1500 = 10.66 \sim 12$ Axle
Hence the chargeable weight = $12 \times 13.5 = 162$ MT
- 20.3. The load should be placed in such a way that the distribution on each axle is fairly uniform. The Gross load (weight of axle + weight of consignment) on each axle should not exceed its permissible limit as certified by RTO / Govt. gazette. Gross load on each axle should never exceed 18 MT or as notified by Central/State Govt.
 - 20.4. As per Motor Vehicle Act, clubbing of two or more jobs are not permitted.
 - 20.5. Under no condition, basic freight charges for carrying for distance more than 800 Km shall never be lower than that for carrying up to 800 Km.
 - 20.6. In case of requirement of higher number of axles than that calculated as per weight of consignment because of technical requirement such as for transformers transported to test labs in gas filled condition and filled with oil during testing in loaded condition on trailer. In such case, rental charges @ Rs 1500 per day per axle shall be paid for extra axles for the allowable transit period. However the freight will be paid considering weight & dimension of gas filled transformer.

Neelam
15/10/19



G-21) **DESPATCH DOCUMENTS:**

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

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

- 22.1. The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer: -
- Registration No(s). of the vehicle(s).
 - Weight, dimensions and No. of the packing cases or liquid quantity in KL.
 - Name & address of the consignor with specific destination.
 - Description of the consignments with BHEL Purchase Order (PO) reference.
 - Distance to destination in Km and rate of freight.
 - Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
 - Freight details and consignment value.

G-23) **TRANSIT INSURANCE:**

- 23.1. Transit insurance of the consignment shall be covered by BHEL / Consignee / Supplier. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- 23.2. Transit insurance of the consignment shall be covered under Open Marine Policy of BHEL/Consignee as the case may be subject to excess as per the insurance policy.



- 23.3. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the transporter of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 23.4. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 23.5. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 23.6. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 23.7. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 23.8. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 23.9. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 23.10. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 23.11. In case of accident freight charges from loading point to accident place, reloading charges and freight charges from accident place to pick-up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
- 23.12. Transporter will furnish the damage / shortage certificate in the BHEL prescribed format within 3 weeks days from the date of accident or damages / shortage / missing remarks at receipted LR. In addition if damage found in sound box within 06 months from the date of delivery of consignment, the transporter is liable to furnish the damage / shortage certificate within 15 days as and when asked by BHEL.
- 23.13. Transporter will intimate BHEL within 24 Hours via Phone, fax, letter etc. to any damage / shortage / missing / pilferage/ stolen of the item / consignment in the custody of transporter
- 23.14. Each and every delivery of consignment is to be get signed by person taking the delivery, with designation and mobile No. and to be furnished to BHEL.

Accepted
15/10/19



G-24) **VEHICLE MOVEMENT REPORTING**

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

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

- 25.1. The transporters are advised in their own interest to conduct and update/ confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- 25.2. The distance for the purpose calculation of freight & transit period shall be based on the shortest feasible distance by National highway, State highway, other roads, in the order of the preference as indicated in Google-Map. CDC (Head) shall verify the shortest distance for all the zones.
- 25.3. Where longer route becomes necessary due to unavoidable circumstances, Transporter shall submit the details of alternate route with the justification for approval from GM before lifting the consignment. The GPS record should match with the approved route. In case of discrepancy between GPS record and approved route, economical route for BHEL shall be accepted for freight charges.
- 25.4. For destination in Andhra Pradesh & Telangana, shortest route avoiding Orissa will be allowed.
- 25.5. Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per re-directed route.

G-26) **ESCORTS:**

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



G-27) DELIVERY & ACKNOWLEDGEMENT:

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

G-28) RECOVERY TOWARDS IDLE CRANE CHARGES:

As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

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

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

Weight Class (Actual / Design Weight)	For Consignment height up to 3500 mm	
	Plain Area	Hilly Area
(M1)- Above 32 MT & up to 54 MT	90	40
(M2)- Above 54 MT & up to 81 MT	80	30
(M3)- Above 81 MT & up to 108 MT	70	30
(M4)- Above 108 MT & up to 135 MT	70	25
(M5)- Above 135 MT & up to 189 MT	55	20
(M6)- Above 189 MT & up to 200 MT	40	20

Allowable average speed for calculation of transit period in hilly area shall be calculated for

Signature
15/10/19



the distance travelled in hilly portion only.

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

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

Allowable transit period shall be rounded off to next higher whole number. In case the reporting at site is on Sunday or Holiday, these days will not be counted in transition period.

Example:-

1. For transporting 60MT consignment having height 3500 mm or less for 850 Km in non-hilly destination @ 80 Km per day, allowable transit period shall be 11 days.
2. For transporting 110 MT consignment having height 3500 mm or less for 850 Km in non-hilly destination @ 70 Km per day, allowable transit period shall be 13 days.
3. For transporting 45MT consignment having height 3500 mm or more to a distance of 700 Km on plain & 100 Km to a hilly destination, the allowable transit period shall be:-

Average allowable speed for plain shall be $90 - (10\% \text{ of } 90) = 81$ Km per day. Then the allowable transit period for travelling 700 Km in plain area shall be 9 days.

Average allowable speed for hilly area shall be $40 - (10\% \text{ of } 40) = 36$ Km per day. Then the allowable transit period for travelling 100 Km in hilly area shall be 3 days.

Hence the total allowable transit time will be $9 + 3 = 12$ days

4. For transporting 150 MT consignment having height 3500 mm or more to a distance of , 700 Km on plain & 100 Km to a hilly destination, the allowable transit period shall be:-

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

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

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

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

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

- a) At each railway crossing - 10 working days
- b) Inter-state check post clearance at state borders - 1 day per check post
- c) Permissions from MoRTH authorities - 5 Days or Actual on evidence
- d) Day of exit and day of entry shall not be counted in transition period.
- e) In case of requirement of documents such as entry tax, octroi tax, way bill etc. or in exceptional circumstances like delay in unloading by the customer etc., additional transit time on actual basis shall be allowed with the approval of next higher authority to head of CDC, based on documentary proof such as release document, intimation by e-mail.



29.4. **FORCE MAJEURE:**

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

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

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

29.7. In case of delay, a penalty of 0.5% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% of basic freight shall be levied.

G-30) **FREIGHT PAYMENT:**

30.1. Mode of payment of freight will be either on:

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

30.2. All freight payments for (a) incoming consignments to JHANSI and (b) from one destination to another, under category 'To be billed' against Purchase Order placed by BHEL Jhansi on its suppliers, will be paid at JHANSI through CRX. For consignment booked against Work Order for supply to customers, will be processed by CDC.

30.3. The payment shall be based on the shortest distance by National highway, State highway or other roads, in the order of the preference. Since new route may come up, these are subject to change based on mutual agreement between BHEL and Transporter (through route survey, if required) at a notice of 15 days from date of agreement.

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

30.5. All freight payment will be made by Cheque / Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

30.6. Payment of freight bills shall be made within (sixty) 60 days of presentation of the bill in

Accepted
15/10/19



prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.

- 30.7. For the outgoing consignments booked on "To Pay" basis, where the transporter has to realize payment from the consignee and the consignee does not make the payment, CDC, BHEL JHANSI will accept the freight bills subject to: -
- Submission of Non-Payment Certificate issued by the consignee to the transporter on Performa as specified by BHEL.
 - Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance (Stores Accounting) of BHEL.
- 30.8. Freight charges for consignments acknowledged on delivery under Minor damage/shortage/ discrepancy condition(s) shall be paid after lodgement of insurance claim. For Accidental case/damage, the same shall be paid only after the settlement of insurance claim by underwriter.
- 30.9. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 30.10. In terms of Goods & Service Tax applicable under prevailing Act thereto (in case bidder has opted Reverse charge method), the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed Input Tax Credit on GST paid on inputs or capital goods.
- 30.11. "Charges levied by Railway authorities for removing of the height barrier and/or prior shutdown to facilitate passed of trailer at railway crossing will be payable to the transporter subject to production of original receipt along with permission copy".
- 30.12. Rs. 10,000/- will be paid towards hiring of Crane for removal of height gauge at both ends of level crossing & thereafter refitting after crossing the level crossing.

G-31) TAXES & DUTIES (GST Clause) –

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



G-32) **FREIGHT ESCALATION (PVC CLAUSE)**

- 32.1. The rates agreed between BHEL and the transporters will remain firm during the contract. However, Percent increase /decrease in freight rate for a particular month shall be 0.30 times of percent increase/decrease in average Retail Sale Price (RSP) of diesel of the previous month w.r.t. Base Rate of Diesel (@ Rs. 65.28/- as on the date of estimate i.e. 24.07.2019). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight. This increase/decrease will be calculated on monthly basis.
- 32.2. The rates at which the work is awarded initially will remain firm till the end of that month without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm up to 31st January. The revised freight rate will be calculated and made effective from the 1st day of each of subsequent months.
- 32.3. The retail sale price (RSP) of diesel applicable for State Capital (Lucknow) obtained from the website shall be the basis for calculation of Price Change of freight rates.
- 32.4. The freight rates prevailing on the date of LR from plant shall be applicable for that consignment.

Example (Calculation of Freight Change for the month of Aug'19):

Date	Retail Sale Price in Rs./Litre
Base Rate of Diesel	65.28
Assume Average RSP of Diesel in Jul'19	70.00
Percent Increase w.r.t. Base Rate of Diesel	$(70.00-65.28)/65.28 = 7.23 \%$
Percent Change in Freight Rates	$0.30 \times 7.23 = 2.17 \%$

This increase in Freight Rates shall be applicable in period from 1st Aug'19 to 31th Aug'19. Freight increase on any other account will not be permissible.

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

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

Accepted
15/10/19



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

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

G-35) **ARBITRATION:**

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

G-36) **JURISDICTION:**

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

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



SPECIAL TERMS & CONDITIONS

S-1. QUALIFYING CRITERIA FOR HYDRAULIC TRAILER LOAD

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

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

S-3. LOADING & UNLOADING CHARGES

- 3.1. BHEL shall be responsible for loading of all outgoing consignments & unloading of all incoming consignments within BHEL Jhansi premises.
- 3.2. If BHEL asks the transporter to unload the outgoing consignments at the project / customer site, following unloading charges shall be paid to the transporter.

Weight Slabs	Unloading Charges (Rs per MT)
(M1)- Above 32 MT & up to 54 MT	1000
(M2)- Above 54 MT & up to 81 MT	900
(M3)- Above 81 MT & up to 108 MT	825
(M4)- Above 108 MT & up to 135 MT	825
(M5)- Above 135 MT & up to 189 MT	825
(M6)- Above 189 MT & up to 200 MT	825

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

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

Accepted
15/10/19



S-4. ODC CHARGES:-

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

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

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

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

Dragging Charges

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

Placement on plinth - Rs 38,000 per transformer

Removal from Plinth - Rs 38,000 per transformer

Dragging charges and charges for placing the transformer to plinth shall be paid on certification from site in-charge / commercial/ ROD. The term dragging means moving transformer on temporary placed rails/rollers/pipes.

S-6. DETENTION CHARGES

- 6.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter charges at point of loading. However, if at unloading point, the vehicle is detained for more than 10 days excluding day of entry & exit, detention charge shall be paid @ Rs 500/day per axle or part thereof. Detention charges shall be subject to verification from the consignee or its representative or BHEL representative & shall be limited to maximum of 10% of basic freight.
- 6.2. Go-down / Storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorized representative (s), at the rate of Rs. 1,800/- per day after two months. However, in case more than one consignment is to be kept under watch & ward at same location and same time, in that case transporter has to engage same set of manpower for doing watch & ward, then also Rs. 1,800/- per day shall be payable after two months. The duration of watch & ward shall be considered from starting date of halt of first consignment to the end of halt of last consignment.
- 6.3. Documents such as GPS record duly verified by CDC In-charge, record security of checking 'in' and 'out' at site/BHEL with seal and sign of security, confirmation from site in-charge, confirmation from Commercial executive for verification of detention shall be required.
- 6.4. No detention charges, whatsoever, shall be payable if the responsibility for unloading is in the scope of the transporter and the site is ready to receive the goods.



S-7. RENTAL CHARGES

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

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

8.1. Transportation of consignments such as Transformers, Locomotives, Plant & machinery and any other item weighing above 32 MT & up to 200MT by Hydraulic Trailer from anywhere to anywhere within the boundaries of India, excluding transportation to/from Hydro Power Projects or any other projects in the hilly region of North & North East states beyond points as given below:

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

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

8.2. Orissa / North-Eastern state Charges :-

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

8.3. Civil work charges: -

In case some civil works like strengthening, widening, straightening or construction of bypasses / approach roads is required for safe transportation of ODCs, additional expenditure on negotiated basis may be allowed for civil work. However, Prior intimation of estimated expenditure will be provided by transporter and confirmation of BHEL obtained before executing the civil work. Approval of GM shall be required for additional expenditure towards civil work.

As per 15/10/19



S-9. LETTING FEE (PENALTY) REIMBURSEMENT

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

S-10. BUSINESS VOLUME:

- 11.1. It is expected that during 2 years of contract period, about 421.50 Lakh-MT-KM load shall be transported both for incoming and outgoing consignments. This business volume is only indicative and actual will vary depending upon our operational requirements by $\pm 30\%$.
- 11.2. The approximate proportion of business volume, expected in each combination of Weight Class, and Categories is given in the following table

<u>Distance Slab</u>	<u>Weight Class</u>	<u>Business Volume in Lakhs MT-Km</u>
Upto 800 km	(M1)- Above 32 MT & up to 54 MT	26.50
	(M2)- Above 54 MT & up to 81 MT	10
	(M3)- Above 81 MT & up to 108 MT	10
	(M4)- Above 108 MT & up to 135 MT	50
	(M5)- Above 135 MT & up to 189 MT	10
	(M6)- Above 189 MT & up to 200 MT	10
Above 800 km	(M1)- Above 32 MT & up to 54 MT	40
	(M2)- Above 54 MT & up to 81 MT	40
	(M3)- Above 81 MT & up to 108 MT	70
	(M4)- Above 108 MT & up to 135 MT	125
	(M5)- Above 135 MT & up to 189 MT	20
	(M6)- Above 189 MT & up to 200 MT	10
GRAND TOTAL		421.50



Annexure 'S-A'

SCHEDULE OF RATES (Price Bid Format)

<u>Distance Slab</u>	<u>Weight Class</u>	<u>Business Volume in Lakhs MT - Km</u>	<u>Rates in Rs./MT - Km</u>	<u>Total amount in Rs. Lakhs</u>
(1)	(2)	(3)	(4)	(5)
Up to 800 km	(M1)- Above 32 MT & up to 54 MT	26.50		
	(M2)- Above 54 MT & up to 81 MT	10		
	(M3)- Above 81 MT & up to 108 MT	10		
	(M4)- Above 108 MT & up to 135 MT	50		
	(M5)- Above 135 MT & up to 189 MT	10		
	(M6)- Above 189 MT & up to 200 MT	10		
Above 800 km	(M1)- Above 32 MT & up to 54 MT	40		
	(M2)- Above 54 MT & up to 81 MT	40		
	(M3)- Above 81 MT & up to 108 MT	70		
	(M4)- Above 108 MT & up to 135 MT	125		
	(M5)- Above 135 MT & up to 189 MT	20		
	(M6)- Above 189 MT & up to 200 MT	10		
Grand Total				
Grand Total (in Words) -				

Note:

- All columns are to be filled. No column should be left blank.
- Rates are to be offered for all Distance Slabs & Weight Class.
- L1, L2, L3 etc. shall be decided on the basis of **Grand Total (up to two decimal places)**.
- Grand Total Rates are to be written/typed/printed both in words and figures legibly.
- In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure-G-M shall be followed.
- Offer shall be valid for 6 months from the tender opening date.
- Goods and Service Tax extra as applicable.
- In line with clause no. G31, option opted is (i.e. Reverse charge OR forward charge method)

Date:

(Signature & seal of the bidder)

Signature
15/10/19



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI
Terms & Conditions of All India Transportation Rate Contract by Hydraulic Trailer.

Document No. CDC/T/19-20/001

List of Annexure enclosed with Tender Document

Sr.	Annexure No.	Description/Title
1	G-A	Check List for Offer Evaluation
2	G-B	Company Profile
3	G-C	Statement of Evaluation
4	G-D	Bankers Certificate
5	G-E	Self-Certificate Affidavit cum Agreement
6	G-F	RTO Authentication of registration
7	G-G	Verification statement
8	G-I	Notice of Damage / Shortage / Discrepancy
9	G-J	Lorry Receipt Performa
10	G-K	Freight Bill Performa
11	G-L	Authorization letter for e-payment
12	G-M	Guidelines For Dealing With "Discrepancy In Words & Figures"
13	G-N	General Terms & Conditions of Reverse Auction
14	1-2	Integrity Pact



CHECK LIST FOR OFFER EVALUATION

Annexure -'G-A'

(Forming part of Techno-commercial [Part-I] bid)

(All statements to be substantiated with documentarily evidencing the same in the name of Bidder/ firm only.
Enclosures to be submitted orderly placed, serial numbered & properly bound, leaving no loose sheets)

Sr. No	Particulars for evaluation of techno-commercial bid	Comments/ Remarks by Bidder	Page No.
1	Is bid submission strictly in order as per tender clauses of General terms & conditions? Have all the statutory documents required as per Clause G-3 of Tender document submitted?		
2	Tender Cost of Rs. 2000/- (Rupees two thousand only) + GST@18%		
3	EMD of Rs. 5.0/- Lacs (Rupees Five Lakhs only)		
4	Tender Document including price bids duly signed and stamped by bidder as a token of acceptance		
5	Company Profile (Annexure G-B)		
6	Statement of evaluation (Annexure G-C)		
7	Banker's certificate (Annexure G-D)		
8	Duly Audited Annual Financial statement of last 03 years		
9	Income Tax Return for the last 03 years Financial years.		
10	IBA approval /valid IBA certificate (enclosed certified copy of approval)		
11	Self-certification affidavit cum agreement (Annexure G-E)		
12	Notarized copy of registration of vehicles/ RTO Authentication as per (Annexure G-F)		
13	Verification statement of submitted documents with original (Annexure G-G)		
14	Integrity Pact duly filled and signed & stamped		
15	Declaration on Rs.100/- non-judiciary stamp paper as per Clause 3.2 & 3.4.		
16	Documents / Affidavit as per Clause 3.3.		
17	Price Bid - Schedule of Rates (Part-II) in separate sealed envelope		
18	Specific deviations if any, to our Terms & Conditions (enclosed separate sheet)		

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

Name

Date : Designation

Accepted
15/10/19



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI
Terms & Conditions of All India Transportation Rate Contract by Hydraulic Trailer.

Document No. CDC/T/19-20/001

Annexure – 'G-B'

Company Profile of the Bidder

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

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

Name:

Designation:



ANNEXURE –‘G-C’

STATEMENT FOR EVALUATION

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

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

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

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

2016-2017	2017-18	2018-19

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

Place:

Date:

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

Name :
Designation :

Manoj
15/10/19



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI
Terms & Conditions of All India Transportation Rate Contract by Hydraulic Trailer.

Document No. CDC/T/19-20/001

Annexure-'G -D'

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

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

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

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

(in Rs. Lakhs)

Particulars	2016-2017	2017-18	2018-19
Bank transactions			
Cash Credit/OD limit			
Any other aspect			

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

Place:

Date:

Authorized signatory of the Bank with Seal.



ANNEXURE 'G-E'

Affidavit / Agreement

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

Bharat Heavy Electricals Limited, Jhansi

Acting through the:

AGM, Central Dispatch Cell

BHEL, Jhansi-284120 U.P.

1. I/We.....have read the various conditions to tender No. CDC/T/19-20/001 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 6 months from the date of opening the same.
3. A sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) is herewith forwarded as EMD in the mode as per clause G-9 in favour of Bharat Heavy Electricals Limited, Jhansi & we also agree to provide Security Deposit in the form of Bank Guarantee & DD/FDR (as elaborated in the tender document) from any Scheduled Bank of Public Financial Institution for the amount as per BHEL tender in case we are approved as successful bidder.
4. The full value of EMD/SD shall stand forfeited for non-compliance of any tender terms & conditions by me/us without prejudice to any other rights or remedies in line with the conditions stipulated in the tender document and relevant to the context.
5. I/We as the benefice bidder agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under:-
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.
8. Verified and signed today, theday of 2019 at..... in the presence of the Witnesses who have appended their signature with address hereunder:

(Signature of the bidder affixing official stamp)

Complete address of the bidder:

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

Place:

Date:

Name & Address of witnesses:

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

Deepak
15/10/19



Annexure – 'G-F'

Sub: RTO Authentication of registration particulars of Vehicle No. _____

Ref: Qualifying criteria for Tender No. CDC/T/19-20/001 of BHEL Jhansi

The registration and other relevant particulars of above said vehicle in line with Form No. 23 of CMV Rule 48 are furnished below as desired by M/s _____ against their application dated _____ under receipt of requisite fees of Rs. _____ (Rupees _____ only) vide our office Receipt No. _____ dated _____.

1. Name of the owner with address: _____

2. Class of vehicle: _____

3. Maker's name/model _____

4. Category of vehicle _____ Articulated Trailer/ Prime Mover _____ (as applicable)

5. Year of Manufacture _____

6. Chassis No. _____

7. Engine No. _____

8. Horsepower: _____

9. Un-laden weight: _____

10. Maximum laden weight _____

11. Coverage of permit: _____

12. Particulars of Axles & tyres:

	No. off axles	No. of tyres	Tyre size	Ply rating	Carrying load	Axle type
Front axle						
Rear Axle						
Any other (i)						
---do--- (ii)						
--- do --- (iii)						

13. Date of registration: _____

14. Vehicle tax paid up to _____

15. Fitness valid up to _____

16. Permit valid up to _____

Signature of RTO affixing office seal



Annexure – 'G-G'

VERIFICATION STATEMENT OF SUBMITTED DOCUMENTS WITH ORIGINAL

Vehicles offered for eligibility against All India Transportation Rate Contract No. CDC/T/19-20/001

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

Verified with original

Authorized signatory with company seal

Deepak
15/10/19



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI
Terms & Conditions of All India Transportation Rate Contract by Hydraulic Trailer.

Document No. CDC/T/19-20/001

Annexure 'G-I'

Notice of Damage/Shortage/Discrepancy to consignment on delivery

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

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

Consignment Note (L/R) No. Date:

Freight Bill No. Date:

Dispatch Advice Note No. Date:

Work Order No. Freight charges: (Rs)

Consignee Destination:

Particulars of damage/shortage/discrepancy reproduced as reported:

--

1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

Encl: Copy of FIR lodged, Comments/Remarks of Consignee, Receipted L/R copy, Insurance Survey/Damage Report. [Please ✓ mark]

Date:

(Authorized signatory of the transporter affixing the Company Seal)

(For endorsement by concerned Commercial Group)



Annexure 'G-J'

Name and Address of the Transporter

Prescribed L/R Performa

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No.

Date:

Dispatch Control No.

From:

To:

Consignee's Name & Address:

ON ACCOUNT OF BHEL, Jhansi

Despatch Advice Note No.

Excise Invoice No.

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

Work Order No.

No. of: Packages Crates Loose

Freight	Destination	Distance (km)	Rate	Contract Ref. No.
TP/TBB				
Vehicle No.	Category of dispatch	Basis of Delivery	Road Permit/Way Bill	
		Door/Godown		
No	Description of consignment	Weight	Particulars	Amount(Rs)
		(Actual)	Freight amount	
		(Charged)	ODC –	
			Unloading charges	
			Any other charges	
Declared value of consignment Rs.				Total

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

Signature of the authorized booking

Official of the Transporter with seal

Certified that:

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

Date

Signature of the authorized dispatch official of Consignor with seal

Neelam
15/10/19



ANNEXURE 'G-J'

(LR Back Side)

Acknowledgement/Receipt of Consignment

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

Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal

[*] Please tick mark applicable scoring the others.

To be got pre-printed on reverse side of
the '**Freight Bill Copy**' of the L/R on
good quality paper of not less than 60
GSM sufficing to obtain quality Xerox

Non-payment Certificate

It is certified that:

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

Date

Authorized signatory of the Consignee with name & seal.



FREIGHT BILL PROFORMA

ANNEXURE 'G-K'

To,

BHEL, JHANSI.

Bill No. /

Date: /

Dispatch Advice Note No.

Control No.

Consignee/Customer:

Destination Booked To:

Size of consignment:

.....(L) x(W) x(H) in mm

W.O. No:

Sales Group:

Loaded at W/H:

L/R No.

L/R Date:

Exit Vehicle No.

Exit Date

Vehicle type:

TM

TH

Delivery Vehicle No.

Delivery Date

Condition of consignment on delivery

SAFE

CLUBBED

DAMAGED

TRANSSHIPPED

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

Freight calculation:

Ref. to Rate Contract applicable.	Distance (kM)	Rate/kM (Rs)	Weight in kg		Freight (Rs)
			Actual	Charged	Claimed
Specific submission, if any:		Unloading charges			
		ODC charges, if any			
		Any other.....			
		Penalty for delay			
		Total			
(in words)					
Enclosures (in duplicate)			Date: Authorized Signatory with Seal		
1.Original LR freight bill copy with proper acknowledgement and a (legible) copy of the same with weight, ODC documents.					
2.Non-payment certificate from Consignee in case of TO-PAY.					
3.Original authoritative receipt in case of Octroi, Loading/Unloading, charges etc. duly authorized by the concerned.					
4.Damage/Shortage certificate, if applicable					
5.Documentary evidence. if any. against the penalties.					

Passed for payment of Rs. (Rupees

only) by Cheque to M/s

Against Budget Code: 7810

(Name of the Transporter, pre-printed)

Certified that:

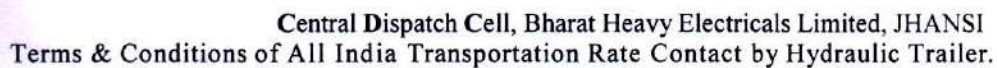
1. No Contingent Bill for this consignment has been passed for payment previously.
2. The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
3. Freight charges are processed and passed for payment in accordance with the rate contract conditions.
- 4.

Prepared

Checked

Approved

Deepak
15/10/19



Annexure 'G-L'

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

(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY)

TYPE OF REQUEST (Tick One)

BHEL Vendor/Supplier Code(s)

Company's Name

Address

City

State

Pin Code

Contact Person(s)

Telephone No.

MOBILE NO.

E-mail ID

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No. (IN FULL)

5. Account Type.

6. Bank's Branch Code

7. Bank IFSC RTGS / NEFT code

8. Enclosed cancelled cheque No.

[illegible]

DECLARATION :

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

Authorized Signatory

Company Seal

Date:

Verification by Bank

Note: All fields are mandatory & send the form duly filled with one original cancelled Cheque to,

SR AO (SALES), FINANCE & ACCOUNTS DEPT, BHEL, JHANSI



Annexure-G-M

Sub: GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES-QUOTED IN PRICE BID

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

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

Neeta
15/10/19



ANNEXURE 'G-N'

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING (through a service provider). The philosophy followed for reverse auction shall be English Reverse (NO ties).

1. For the proposed Reverse Auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction Procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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

1.1 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:

Accepted
15/10/19

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 Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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 /Subcontractors

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 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.

Handwritten signature
15/10/19

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption 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.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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) _____

Clause on IP in the tender**"Integrity Pact (IP)"**

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

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068	pravin.tripathi@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)
Name: DEEPAK KUMAR
Deptt: AGM-CDC
Address: BHEL Jhansi
Phone: (Landline/ Mobile)
0510-2412623
Email: deepakmahour@bhel.in
Fax: _____

(2)
Name: G.S. Jalli
Deptt: AGM-CDC
Address: BHEL Jhansi
Phone: (Landline/ Mobile)
0510-2412620
Email: gsjalli@bhel.in
Fax: _____

Deepak
15/10/19