



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

Ref: LOG/CCC/13-14/AITRC 2013-15RPOT

dt.11.01.2014

### NOTICE INVITING TENDER (NIT)

FOR

OPERATING RISK PURCHASE CLAUSE OF

ALL INDIA ROAD TRANSPORTATION RATE CONTRACT 2013-15

Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Transport Carriers having a fleet of vehicles of their own and network of Branches for transportation of consignments for BHEL Trichy on All India Basis by engaging suitable Mechanical vehicles in various categories

The scope of Contract covers transportation of all consignments (except coal, oil, sand and cement) by Suitable Mechanical Vehicles (GVW up to 49 MT) for a period up to 08.11.2015

This Tender is floated to meet out the Risk Purchase Clause 14 – Special Conditions of contract – of the BHEL Trichy's All India Transportation Arte Contracts 2013-15 (AITRC 2013-15).

Any Carrier/bidder already awarded with the LOI/Contract against AITRC 2013-15 or AITRC 2013-15 RP are not eligible to quote against this Risk Purchase Open Tender for the schedules for which they are already awarded with LOI/Contract. However, they are eligible to participate in the other schedules in this Risk Purchase Open Tender. In the event of their quoting, of any of the ineligible schedules, it will not be considered and rejected automatically. The details are at Annexure.

The Bidders are advised to go through the terms & conditions and Tender schedules enclosed carefully before submitting their offer.

The Bidders may contact Shipping Officer/Logistics/CCC, M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Phone: 0431-2571539 / 2571519 Email: [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in) for any clarification required in this regard.

The Tender enquiry comprises the following documents:-

(1) This Covering letter of NIT - Ref: LOG/CCC/13-14/AITRC-2013-15RPOT

(2) Techno Commercial Bid

Date:

Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

Annexure-I	:	Special Instructions
Annexure-II	:	Specific Guidelines
Annexure-III	:	Special Conditions of the Contract
Annexure-IV	:	General Terms & Conditions of Contract
Annexure-V	:	Safety Conditions
Annexure-VI	:	Operational Control Procedures
Annexure-VII	:	Techno Commercial Bid in the proforma duly furnished all the details & Documents called for along with offer
Annexure-VIII	:	Declaration by Bidders
Annexure-IX	:	List of Carriers

### (3) Price Bid

Annexure-X	:	Price Bid
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### **The bid shall be submitted in two parts namely (1) Techno Commercial Bid and (2) Price Bid**

The bid shall be submitted duly enclosing the Tender Fee & Earnest Money Deposit (EMD) separately as follows:-

- Non-Refundable Tender Fee of Rs 4,500/- (Rupees Four Thousand Five Hundred only) by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy. BHEL will not issue any hard copy of Tender documents. This is applicable to all the existing Carriers as well as new Carriers. Bidders are to download the Tender documents from the websites of BHEL, NIC & CPPP.
- EMD of Rs.2 00,000/- (Rupees Two Lakhs Only) separately by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy

The Carriers who have already been participated in BHEL Trichy's Tender Ref: LOG/CCC/13-14/AITRC 2013-15 dated.17.07.2013 vide NIT\_14655 need not submitted EMD against this Tender.

**The Carriers who have already been technically qualified in BHEL Trichy's AITRC 2013-15 Tender, for a particular consignment Category (Lorry/Taurus as one Category and Trailer as another category) need not fill the Techno commercial Bid & need not produce any supporting documents against this Risk purchase Open Tender for that particular consignment category. However they have to sign all the Tender documents (109 Pages) and to submit as Techno-Commercial Bid for token of the acceptance of the all the Tender Conditions**

**However if the existing Carriers want you quote for any other consignment category other than their qualification in AITRC 2013-15, they need to essentially submit the Techno-Commercial Bid also with the all the supporting documents called for as per Tender Conditions.**

This is only a request for an Offer and not a Contract.

(C.S.Gunasekaran)  
Dy. General Manager/Logistics/CCC,  
M/s.Bharat Heavy Electricals Limited,  
Tiruchirapalli – 620 014,  
Email: [csguna@bheltry.co.in](mailto:csguna@bheltry.co.in)

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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

# ANNEXURE-I

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

## SPECIAL INSTRUCTIONS

The General terms & conditions, Special Terms & Conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special instructions given below.

01. Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers/ Fleet Owners who would like to participate in the AITRC for road transportation are required to comply with the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date
  - (a) **Motor Vehicles Act, 1988**
  - (b) **Central Motor vehicles Rules, 1989**
  - (c) **Other Central Rules, Notifications**
  - (d) **Tamil Nadu Motor Vehicle Rules, 1989**
  - (e) **Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989**
  - (f) **Tamil Nadu State Transport Appellate Tribunal Rules, 1989**
  - (g) **Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases**
  - (h) **The Carriers Act 1965**
  - (i) **Road Transport Corporations Act, 1950**
  - (j) **Carriage by Road Act, 2007**
02. The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act 1965 (as amended up to date).
03. The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
04. Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Rate Contract, in case of Award of Contract, will ensure that overloading of vehicles is absolutely stopped.
05. The Transport Carriers/Fleet Owners, in case of Award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
06. It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is stopped, there is no reason for transit delays, brake down or accident.

Date:  
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07. In the Tender, the minimum eligibility criteria have been prescribed for technical qualification only. However, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL.
08. BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
09. Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment. Even, in case where the Bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.
10. The Bidder is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.
11. BHEL will have the right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and RTA Rules.
12. The Transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Transporter. BHEL, Trichy is not responsible for any injuries to the Transporter's personnel inside the company premises.
13. In case of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates, market conditions or any other extraneous causes etc., for nonperformance against the Rate Contract.
14. It may please be noted that merely getting technically qualified based on the eligibility criteria does not automatically entail the Transport Carrier to be considered in all segments of business/applications. It would be the prerogative of BHEL to enlist only as many no. of Transport Carriers as may be required, for a particular category/segment based on the requirements / and Tender Conditions. BHEL will have the right to restrict the number of Transport Carriers in the Contract as per Clause 5 of Page 9 /delist in case of non-performance/Cancel Rate Schedules etc.
15. **In order to have competitive rates and to have a better control on the performance of Transport Carriers in each given application, BHEL will have the right to restrict the Vendor base for each application based on requirement and as per paper price bid ranking. Keeping this in view, the counter offer will be given to the Vendors restricting to the required number of Vendors based on their ranking in paper Price Bid and the Tender Condition.**
16. The Transport Carriers/Fleet Owners who wish to participate have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted/vitiated. Those who wish to participate may choose to quote for a particular category or vehicle or for a particular segment of business/application (within a category) as per the guidelines issued on the subject in the Tender.
17. In case of Award of Contract, BHEL will critically look at the performance of the Transport Carriers, by their prompt response and safety in transportation. If the Transport Carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.

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## ANNEXURE-II

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

### SPECIFIC GUIDELINES

#### 1 SIGNING THE TENDER

- 1.1.1 The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- 1.1.2 In case of Single Ownership / Proprietorship establishment, the Tender shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- 1.1.3 In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- 1.1.4 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 1.1.5 **A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender.**
- 1.1.6 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

#### 2 QUOTING

##### **2.1 Participation**

- 2.1.1 Transporters who have been presently issued with Show cause Notice or put under Hold or De-listed or Banned by BHEL Trichy or any other BHEL unit are not eligible to participate in this Tender. If offer submitted by such Carriers will not be considered against this Tender and rejected automatically.

Date:  
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- 2.1.2 During the Tender Finalization process also if any bidder is issued with Show cause Notice or put under Hold or De-Listed or Banned by BHEL Trichy or any other BHEL unit, then the offer of such Carriers will be automatically rejected and Tender will be finalized without considering their offer, irrespective of their Ranking /position in the Tender.
- 2.1.3 In case of carriers, who have filed a writ or resorted to other legal actions against BHEL in any form and if the same is pending settlement either at court or otherwise, shall not be eligible to participate in this Risk Purchase-Open tender. If they submit, the same will be automatically rejected without any communication to them thereon.
- 2.1.4 **Any Carrier/bidder already awarded with the LOI/Contract against AITRC 2013-15 or AITRC 2013-15 RP are not eligible to quote against this Risk Purchase Open Tender for the schedules for which they are already awarded with LOI/Contract. However, they are eligible to participate in the other schedules in this Risk Purchase Open Tender. In the event of their quoting, of any of the ineligible schedules, it will not be considered and rejected automatically. The details are at Annexure.**

## **2.2 Quoting option**

- 2.2.1 This Tender covers totally nine (9) Consignment Categories. **The Bidders may choose to quote for any number of Consignment Categories.**
- 2.2.2 **However, within a particular Consignment Category, the Bidders need to quote for all the Applications.**
- 2.2.3 **Also, within an application, in any Consignment Category, the Bidders need to quote for all the rate schedules. (i.e. all distance slabs). This means partial quoting within an application is not acceptable and hence offer will be rejected**
- 2.2.4 Any illogical quoting or making an offer contrary to the above pattern of quoting indicated by BHEL, is not acceptable to BHEL and hence such offers will be automatically rejected.

## **2.3 Quoting best lowest rate and the sanctity of the L1 status.**

- 2.3.1 Quoting the lowest best rate is a must against this Tender. However, Transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirement against demands or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those Transporters.
- 2.3.2 In case of L1 rate offered by L1 Carriers / accepted L1 rate of BHEL would be counter offered to other Carriers as per the Tender conditions (Clause 5 Page 9). The Contract will be awarded to those who accepts counter offer given. In case all other Carriers offered with counter offer do not accept same, on the grounds that it is unviable, under quoted rate, all the loads of BHEL under the particular application have to be essentially lifted by the L1 Carrier of that application. In case the L1 Carrier fail to lift these loads as per the demand of BHEL, quantum wise and time frame wise, BHEL will exercise their rights to dispatch these materials through other Carriers of this Contract at the market rate or other Carriers in the market as the case may be and the difference these two rates will be fully recovered from the such L1 Carrier of that application only. In case this condition is not honored by the L1 Carrier, all their payable amounts in any form, in any Contract available with BHEL will be forfeited forthwith, apart from hold, delisting, banning of their business dealings with BHEL, and also take legal course of action and recover the amount from the Carrier till the validity of the Contract where the Carrier dishonored the Condition.

Date:  
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### 2.3.3 INDICATIVE PATTERN OF BUSINESS VOLUME / LOAD DISTRIBUTION CONSIGNMENT CATEGORY WISE:

Based on previous pattern of distribution of load in outbound despatches, the following indicative pattern of load distribution is furnished for the understanding of the Bidders.

Serial No.	Description	% of indicative quantity over total quantity
1	Consignment category- 2	7%
2	Consignment category- 3	5%
3	<b>Consignment category- 4 &amp; 10</b>	<b>57%</b>
4	<b>Consignment category- 5</b>	<b>14%</b>
5	<b>Consignment category- 6, 7 &amp; 11</b>	<b>14%</b>
6	Consignment category- 9	1%

Bidders are requested to note this indicative pattern and work out their best lowest competitive rates and submit in their offer at the first instance itself.

## 3 METHOD OF EVALUATION OF PRICES

### 3.1 Price Bid Opening

3.1.1 **BHEL will finalize the rates through paper price bid opening. Hence Tenderers are requested to give their best prices at the first instance itself.**

3.1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

3.1.3 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not to consider the same for award of Contract, despite the price being L1 in the Tender.

3.1.4 **In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Open Tender. Alternatively BHEL will exercise their right to give BHEL's acceptable rate as a counter offer to the Carriers who accept same and award Contract accordingly. This is very much essential in the light of the fact that BHEL's dispatch commitments to the Customer's and to fulfill the commitment to add power to the national grid on time.**

### 3.2 Ranking

3.2.1 The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., exclusive of Service tax & Octroi will be the basis for deciding the rank of the Bidder in the Rate schedules.

3.2.2 In any application, to identify the L1 bidder, individual **Rate Schedule-wise ranking** will be done. Further package L1 (combination of L1 rates three distance slab quoted by same or different Bidders) will also be identified

3.2.3 However, for counter offer purpose another L1, L2...Ln , bidders will be identified (i.e C1, C2 & C3as detailed below), application wise, based on the total package rate ( summation of weighted average rates quoted by the Bidder for three distance slab rates), for that application as per the weightage as follows.

Date:  
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Distance Slab	Weightage	Multiplication Factor
0-700KM	12%	0.12
701 to 1500KM	25%	0.25
Above 1500KM	63%	0.63

**Sample calculation** for arriving package L1 for counter offer purpose only:-

<b>Step-1</b>					
<b>Price Quoted - Sample Only</b>					
	<b>0-700KMs</b>	<b>701-1500KMs</b>	<b>Above 1500KMs</b>		
Bidder 1	2.00	1.75	1.50	-----	
Bidder 2	2.01	1.65	1.45		
Bidder 3	1.95	2.00	2.01		
<b>Step-2</b>					
<b>Multiplication Factor</b>					
	<b>0-700KMs</b>	<b>701-1500KMs</b>	<b>Above 1500KMs</b>		
Bidder 1	2.00 x 0.12	1.75 x 0.25	1.50 x 0.63	-----	
Bidder 2	2.01 x 0.12	1.65 x 0.25	1.45 x 0.63		
Bidder 3	1.95 x 0.12	2.00 x 0.25	2.01 x 0.63		
<b>Step-3</b>					
<b>Final Factor based on weighted average</b>				<b>Weighted average factor for identifying the Rank for counter offering</b>	<b>Counter offering Rank</b>
	<b>0-700KMs</b>	<b>701-1500KMs</b>	<b>Above 1500KMs</b>		
Bidder 1	0.240	0.438	0.945	1.623	C2
Bidder 2	0.241	0.413	0.914	1.567	C1
Bidder 3	0.234	0.500	1.266	2.000	C3

3.2.4 In case identical rates are quoted by more than one Bidder for a particular application, then the selection of L1 Transporter, for that application, for any of the above cases will be on the basis of seniority of their registration with IBA i.e. senior will be given preference first and ranking will be decided accordingly.

3.2.5 Also, in case of price tie in other than the individual rate schedule wise L1, and rank identified for counter offering from the above weighted average method, the identification of C1, C2, C3, ...Cn, Bidders (where "C" Stands for Counter offer) will be on the above IBA seniority basis only.

## 4 QUANTITY

4.1.1 Since this is a rate Contract, there is no fixed quantity will be awarded to the Carriers. BHEL will exercise their right to increase or decrease the notional Tender quantity and split the same among more than one Bidder and place Contracts accordingly as per Clause 5 of page number 9.

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## 5 NUMBER OF CARRIERS REQUIRED

### 5.1 Application wise Number of Carriers

5.1.1 The application-wise number of Carriers required by BHEL for operation is given below:-

SL No	Application → Category ↓	Application-1- BHEL Trichy Inbound & Outbound	Application-6 - Anywhere to Anywhere
1	Consignment Category-2 – HCV / Lorry	21	17
2	Consignment Category-3 - Taurus	21	16
3	Consignment Category-4 – 40 Feet Trailer – Non ODC	NA	28
4	Consignment Category-5– 40 Feet Trailer –ODC	NA	28
5	Consignment Category-6– 70 Feet Trailer – Non ODC	NA	7
6	Consignment Category-7 – 70 Feet Trailer ODC	NA	8
7	Consignment Category-9 – Smalls & Part Load	21	16
8	Consignment Category-10 – 40 Feet Trailer Part Load	NA	29
9	Consignment Category-11 – 70 Feet Trailer Part Load	NA	7

5.1.2 **BHEL will not consider 20% of the Technically qualified Carriers starting from H1 in each application for award of Contract.**

5.1.3 Excluding this 20%, if the balance number of technically qualified Carriers of an application, is more than the required number of Carriers, required for the particular application, BHEL will restrict the number of Carriers, in line with the maximum number indicated in the Tender application wise.

5.1.4 Also, excluding this 20%, if the number of technically qualified Carriers of an application is less than the required number of Carriers for the particular application, then BHEL will proceed with the available Carriers in the particular application.

## 6 COUNTER OFFER & LOAD DISTRIBUTION

### 6.1 Counter Offer

6.1.1 BHEL may order on more than one Bidder, in any of the applications, at the lowest acceptable price to BHEL by counter offering the acceptable price of BHEL to other Bidders

6.1.2 **Application-wise counter offer** for each consignment category separately will be given. The rate quoted by the respective L1 Bidders for the individual Distance Slabs in a particular application **will be combined, as a package, and the same will be considered as L1 package and the same will be given as counter for acceptance** of the required number of Bidders for that particular application, in the order of their price package ranking, till the required number of Bidder (as per Clause 5 Page No.9) accept the counter offer.

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- 6.1.3 The Bidder who have accepted the lowest total package rate (i.e. combination of rate quoted by the Bidder for all the three distance slabs) given for an application will be considered for award of Contract for that particular application.
- 6.1.4 In case the L1 bidder of a particular rate schedule does not accept the counter offer in package, then such L1 bidders will be awarded Contract only for the respective rate where they are originally L1.
- 6.1.5 BHEL will not consider 20% of the technically qualified Carriers starting from H1 in each application for Counter Offer.

## 6.2 Acceptance of Counter Offer

- 6.2.1 **For a particular application, other than L1 Bidder, the Transporters are to essentially accept all the rate schedules counter offered in totality.**
- 6.2.2 In case any Transporter is not accepting the counter offer given in totality( as a package) for that application and accept only partial schedule of that application, then those Transporters will not be considered by BHEL against this Tender and their offers will be rejected, irrespective of their ranking, in that particular application.
- 6.2.3 BHEL also will exercise their right to proceed with those Transporters who have accepted counter offer of BHEL in totality for a given application.
- 6.2.4 **In case the above is not properly understood by the Transporters/Bidders, they are free to get the clarification from BHEL and understand the system fully and then proceed. BHEL is not responsible for any mistake committed by the Tenderers /Transporters in the above and also for rejection of their offers on account of the above.**
- 6.3 **Important points are to be essentially understood by the Carriers on counter offering, acceptance of counter offer and the responsibility of the Carrier thereon.**

## 7 Load Distribution

- 7.1.1 BHEL will allot the load through BHEL's VIS (Vendor Information System)
- 7.1.2 **Individual rate schedule wise load will be allotted to the Carriers. i.e. individual distance slab wise loading seniority will be allotted. Also based on the weight of the consignment, the loading seniority will be as follows:-**

Consignment Category	Loading seniority (for demand allocation purpose only)
2	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM
3	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus two separate loading seniority for up to 16MT & Above 16MT
4	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 22MT, Above 22MT-27MT & Above 27MT
5	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 22MT, Above 22MT-27MT & Above 27MT
6	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 20MT, Above 20MT-25MT & Above 25MT
7	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 20MT, Above 20MT-25MT & Above 25MT
9	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus two separate loading seniority for up to 2MT & Above 2-6MT
10	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM
11	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM

Date:  
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- 7.1.3 **The rate schedule wise original ranking of the Carriers will be considered for arriving at the load allotment seniority, and based on this, allotment of load by System (VIS) will be done, separately for all the three distance slabs in a particular application.**
- 7.1.4 Based on the ranking as explained in above Clause 3.2, the loading seniority will be allotted to the successful Tenderers.
- 7.1.5 Initially the demand will be given to the Carriers available in the existing Original AITRC 2013-15 Contract.
- 7.1.6 If the available Carriers of AITRC 2013-15 Contract have not lifted the consignments, after stipulated time, then the fresh demand for the same consignment will be given in the Risk Purchase RP-1 Contract to the available Carriers for particular rate schedule, which has been already awarded by BHEL
- 7.1.7 If the Risk Purchase RP-1 Carriers also have not lifted the consignment within the stipulated time, then fresh demand for the same consignment will be given in the Risk Purchase Contract to be finalized through this Open Tender.
- 7.1.8 The L1 Bidder of each rate schedule will be given **Five demands** in each turn (demand cycle), L2 Bidder will be given **Three demands** in each turn, L3 Bidder will be given **Two demands** in each turn, whereas others will get one demand in each turn (demand cycle). However it may be noted that these additional Four demands for L1, Two for L2 & One demand for L3, will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement. The VIS will be suitably made for this purpose. It may be noted that if the additional demands given to L1, L2 & L3 as above are not lifted by them within the time limit given in System, those demands will be automatically allotted to others in seniority and defaulted L1, L2 & L3 carriers cannot demand these additional loads at any point of time of the demand cycle or beyond.
- 7.1.9 **If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – Application wise, and those Carriers have to place required number vehicles for that Application as per dispatch requirement of BHEL failing which it lead forfeiture of EMD, Security Deposit / BG of such Carriers and also suitable action will be taken by BHEL on those Carriers as deemed fit.**
- 7.1.10 **If the counter offer given by BHEL to other than L1 Vendors is accepted by only few or lesser than the required number of Carriers (Clause 5.1), then BHEL will place Contracts to those Carriers only, and those Carriers have to place required number vehicle for that Application as per dispatch requirement of BHEL failing which it lead forfeiture of EMD, Security Deposit / BG of such Carriers and also suitable action will be taken by BHEL on those Carriers as deemed fit.**

## **8 PROCEDURE TO SUBMIT OFFERS/TENDERS :**

### **8.1 The bids shall be submitted in two parts namely**

- (i) Techno- Commercial Bid and**
- (ii) Price Bid.**

### **8.2 Techno - Commercial Bid**

**The Carriers who have already been technically qualified in BHEL Trichy's AITRC 2013-15 Tender, need not produce any supporting documents against this Risk purchase Open Tender. However they have to sign all the Tender documents (111 Pages) and submitted as Techno Commercial Bid for token of the acceptance of the all the Tender Conditions**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**Techno Commercial Bid should consist of the following. Bidders should essentially submit / comply with /ensure the following are in the Techno-commercial bid.**

- 8.2.1 Non-Refundable Tender Fee of Rs 4,500/- (Rupees Four Thousand Five hundred only) by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy
- 8.2.2 EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) separately by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.
- 8.2.3 Techno Commercial Bid consisting of the following documents, shall be duly signed & stamped by the Bidder in all the pages and submitted in full, in token of the acceptance of the same.
- 8.2.3.1 Annexure-I : Special Instructions
- 8.2.3.2 Annexure-II : Specific Guidelines
- 8.2.3.3 Annexure-III : Special Conditions of the Contract
- 8.2.3.4 Annexure-IV : General Terms & Conditions of Contract
- 8.2.3.5 Annexure-V : Safety Conditions
- 8.2.3.6 Annexure-VI : Operational Control Procedures
- 8.2.3.7 Annexure-VII: Techno Commercial Bid in the proforma duly furnished all the details & Documents called for along with offer
- 8.2.3.8 Annexure-VIII: Declaration by Bidders.
- 8.2.3.9 Annexure-IX : List of Carriers.
- 8.2.4 The Photostat copies of all the supporting documents enclosed shall be attested by a **NOTARY PUBLIC or Self Attested by the Bidders Concerned.**
- 8.2.5 All the required documents shall be filed in the same serial as per the format/column of the “Technical and commercial Bid”. **All the pages shall be serially numbered on the right hand side top corner.**
- 8.2.6 Page numbers of the concerned documents also shall be filled in the “Check List” in the column provided.
- 8.2.7 All the above documents shall be kept in a common sealed cover and to be submitted super scribing name of the Bidder and “All India Transport Contract 2013-2015RPOT”, “TECHNO COMMERCIAL BID”, Tender No.: **LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**
- 8.2.8 Offers without relevant main / supportive, documents are liable to be rejected.
- 8.2.9 **The Carriers who have already been technically qualified in BHEL Trichy’s AITRC 2013-15 Tender, need not produce any supporting documents against this Risk purchase Open Tender. However they have to sign all the Tender documents (111 Pages) and submitted as Techno Commercial Bid for token of the acceptance of the all the Tender Conditions**

**PAGES TO BE FILLED BY THE TENDERERS IN THE TECHNO COMMERCIAL BID**

- 8.2.10 Information for Communication (Page 59)
- 8.2.11 Statement for bid evaluation on eligibility criteria (Page 65 to 67)
- 8.2.12 Data required for assessment (Page 68 & 69)
- 8.2.13 Checklist (Page 71)

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### **8.3 Price Bid**

- 8.3.1.1 The filled paper price bids for all the Consignment Categories in the proforma enclosed shall be placed in a common big cover and sealed and super scribing name of the Bidder and “TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014” “PRICE BID”

### **8.4 SUBMISSION OF PRICE BID & TECHNO COMMERCIAL BID**

- 8.4.1 **Totally there will be three separate covers viz., (i) EMD & Tender fee Cover, (ii) Techno Commercial Bid Cover & (iii) Price Bid Cover.** These three covers shall be put in a big common cover duly sealed and submitted. First the EMD & Fee cover will be opened if found in order, then only the Techno Commercial Bid will be opened, otherwise the total offer submitted will be rejected.

- 8.4.2 The Bidder should put EMD & Tender fee in one cover. Techno Commercial Bid (1 Cover – as per above clause 8.2) and Price Bid (1 Cover consisting of maximum 5 sealed covers) **in a single strong cover**, seal it and affix seal on the cover and address the same to DGM/Logistics/CCC, Bldg.No.61, Stores Admin. Block, Near East Gate, M/s.Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014, duly superscribing Tender No., due date and time of opening. If this is not done properly by the Bidders, then BHEL is not responsible for the same, and such Tenders will be disposed of as per the procedure/ practice followed at BHEL.

- 8.4.3 Normally Couriers / Speed Post etc., deliver the offers to BHEL every by 2.00 p.m only. Hence the Bidders who are sending the offer by Courier / Speed Post etc., are to ensure that it is sent in such a way, it reaches BHEL CCC Office before 5.00 p.m on the previous day of Tender Opening. If this is not ensured your offer become a late offer and the same will not be considered under any circumstances.

### **8.5 THE BIDDERS ARE REQUESTED TO SUBMIT THE BIDS DULY DOUBLE PUNCHED ON THE LEFT MIDDLE OF THE PAPERS, AND TIED WITH FILE TAG. BIDDERS ARE ALSO ADVISED STRICTLY NOT TO SUBMIT THE BIDS WITH SPIRAL BINDING & HARD BOOK BINDING, AS IT WILL HAMPER THE SPEEDY EVALUATION OF THE OFFERS.**

## **9 TENDER DUE DATE**

### **9.1 Last date/time for receipt of Tender**

- 9.1.1 The completed Tenders shall reach on or before **10:30 Hrs. on 28.01.2014 at CCC/Logistics**. It is in their own interest to ensure that the Tenders reach in time. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete Tenders are liable to be rejected.

### **9.2 Last date/time for opening of Tender**

- 9.2.1 Sealed covers so received will be opened at **Indoor Auditorium, BHEL Community Center (CC), Kailasapuram Township, Tiruchirapalli-620014** on the same day i.e., on **28.01.2014 at 13:30 Hrs.** in the presence of the Bidders or their Authorized Representatives who may wish to witness the same.

- 9.2.2 Initially only the Techno Commercial bids will be opened on the above due date. The technical evaluation will be made by the Tender Committee appointed by BHEL. Only the price bids of the technically qualified Bidders will be opened for further course of action. The date / time of Price Bid opening will be communicated to the technically qualified Bidders separately on a later date.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### **9.3 Witnessing the Tender opening**

- 9.3.1 The representative of the Bidder, who chooses to witness the Tender opening, may have to produce the Authorization Letter, as per the **enclosed Proforma-I**, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender.
- 9.3.2 Only one representative from one Bidder will be allowed to participate in the Tender opening.

### **10 VALIDITY OF OFFERS :**

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Price Bid opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.

### **11 ADOPTION OF INTEGRITY PACT**

- 11.1.1 BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Bidders. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with transparency India international on adoption of integrity pact for all Major Tenders/ Contracts. Integrity pact first promoted by transparency international, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- 11.1.2 The integrity pact attached with this Tender is an integral part of this commercial terms and conditions of Tender may please be signed and sent to us along with the techno- commercial offer in token of acceptance of the conditions of the pact. Any offer received, without this Integrity pact duly signed and stamped, will be rejected.
- 11.1.3 **The Independent External Monitor (IEM)** appointed by BHEL's Corporate Office for the purpose of this Tender is **Shri.Lyngdoh, IAS (Retd.)**, Address: Plot No.144-145, Pragati Resort, Proddator Village & P.O., Shankarpally Road, Rangareddy Distt. (AP) – 500 033
- 11.1.4 All Correspondence with IEM has to be with registered post only as courier service is not available there.

### **12 EMD/SD BY THE BIDDER WILL BE FORFEITED, IF :-**

#### **12.1 EMD:-**

- 12.1.1 After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
- 12.1.2 If the Tenderer does not commence the work within the period as per LOI /Contract, in case the LOI / Contract is silent in this regard, then it will be taken as -within 15 days- after award of Contract.

#### **12.2 SD**

- 12.2.1 In case of an Award of a Contract and if the Transport Carrier fails to perform in line with contractual terms and conditions or does not comply with the Performance Evaluation Criteria, in whatsoever manner, the Security Deposit will not be refunded/Bank Guarantee encashed.
- 12.2.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **13 GENERAL INSTRUCTIONS**

### **13.1 Quoting & signing the Tender**

- 13.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding Service Tax and Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for TWO years from the date of award of Contract.
- 13.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 13.1.3 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders Concerned.
- 13.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 13.1.5 The rates shall be quoted only in the schedule attached, both in words and figures. Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct.
- 13.1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) before submitting their Tenders.
- 13.1.7 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 13.1.8 Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- 13.1.9 **Conditional and late Tenders, Tenders which are incomplete or otherwise considered defective with respect to Tender conditions and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original shall be rejected, outrightly, at any point of time during the Tender processing.**
- 13.1.10 **During the course of finalization, if the prices offered by L1 Bidders are found to be, unrealistic, unworkable with respect to BHEL's PCR, BHEL's estimate, Price Index as published by Office of the Economic Adviser- Ministry of Commerce, General Market rate prevailing, rates obtained by other BHEL Units for similar scope of AITRC, and also such act of the Carrier appear to be intentionally done with a view to sabotage/vitiate BHEL Tendering process and force BHEL to refloat the Tender. In such case, BHEL will also demand the break up cost element for such rates from the Carriers with appropriate documentary evidence and if not submitted it will be construed that they offered the rates with an ulterior motive to sabotage BHEL Tender process/ tamper Tendering procedure, affecting ordering process. In such cases, BHEL will exercise their right to take appropriate action in line with the procedure /guidelines on suspension of Business dealings with Suppliers/ Contractors. Hence the bidders are to exercise abundant care in submitting their offer with genuinity.**
- 13.1.11 The L1 Rates quoted in this Tender should be justifiable and BHEL will have the right to compare these L1 rates with that of the L1 rates obtained by them for the respective schedules in Risk purchase Tender (RP-1) opened on 17.12.2013, as a guiding price and the offers against this Tender will be evaluated in line with that.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 13.1.12 If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL WILL REJECT SUCH TENDER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 13.1.13 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 13.1.14 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any point of time, the Tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 13.1.15 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 13.1.16 The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

**Incase BHEL find/ notice that Carriers join together, form cartel, or influence others / new Carriers to submit offers in their favor, then BHEL will exercise their right to take severe action against such Carriers including legal action & permanent blacklisting / banning of such Carriers for BHEL's Business**

- 13.1.17 ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT/COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGENUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

## **14 CONTRACT AGREEMENT**

The successful Bidder whose Tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The Bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Tiruchirapalli-14 to ensure strict compliance with the provisions of the Contract. BHEL's communication / contact point will be the local office at Tiruchirapalli. The Contract agreement shall be executed by the Carriers within 25 days from the date of issue of Contract.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**(ON BIDDER'S LETTER HEAD)**

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REF:..... DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

We, M/s.....  
(name of the Tenderer)

hereby authorizing ..... (name of the  
representative) to participate in the Tender opening of BHEL Trichy for All India Transportation  
Rate Contract 2013-15 Risk Purchase Open Tender.

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

# ANNEXURE-III

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

## SPECIAL CONDITIONS OF THE CONTRACT

The General and special conditions of contract are complementary to each other and wherever they are in conflict the special conditions shall prevail and BHEL decision will be binding on both the parties and valid for execution.

### 1 SCOPE OF WORK

Transportation of consignments for BHEL Trichy on All India Basis by engaging suitable Mechanical vehicles in various categories. The scope of Contract covers transportation of all consignments (except coal, oil, sand and cement) by Suitable Mechanical Vehicles (GVW up to 49 MT) for a period of two years from the date of Letter of Intent / award of Contract

### 2 TENURE OF CONTRACT

#### 2.1 Tenure

- 2.1.1 The Transport Contract is **valid up to 08.11.2015** from the date of award of LOI / Contract by BHEL, Trichy
- 2.1.2 The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.

#### 2.2 Extension of Contract

- 2.2.1 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the Contract

### 3 TYPE OF VEHICLE TO BE PLACED

- 3.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 3.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card(whenever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. **The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.** If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.
- 3.3 In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However in such cases the freight payment will be made as per the demanded vehicle schedule only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This system can also be adopted for open Body vehicle categories accordingly.
- 3.4 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.
- 3.5 In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and accordingly payment will be made.
- 3.6 If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from AGM/Logistics. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.**

#### **4 OPERATIONAL GUIDELINES FOR CARRIERS**

Carriers to ensure the following strictly while loading the consignments, in coordination with the loading agencies. The primary responsibility in ensuring the following lies with the Carrier only. This is applicable for loading consignments at BHEL Trichy, Sub-Contractors Works, Supplier Works, Harbours, PPPU Thirumayam, BHPV & all other loading points.

- (a) For Smalls & Part load consignment categories, the demand will indicate the Design weight of the consignments. The Carrier can deploy any commercial vehicles which is suitable for dimensions & weight of the consignments.
- (b) Also for all other consignment categories, the Design dimensions & weight of the consignments will be clearly indicated in the demand.
- (c) In all full load Categories, the weight of the consignment indicated in the demand shall only be loaded restricted to RC Book passing capacity. For example if the demand is given for 22MT slab and against this demand if the Carrier brings higher capacity vehicle say 30MT, only 22MT shall be loaded in the vehicle also if the demand is for above 27MT Slab and if the Carrier brings only 22MT vehicle, then this will be treated as non-placement of vehicle and the Carrier should not be allowed to load the vehicle.
- (d) Also if demand is given for one consignment category say Non-ODC Trailer, the vehicle shall not be loaded with ODC consignment. If loaded & accepted by Carrier, the freight bills of such consignments will not be paid and returned. Also if the demand is given for ODC consignment at any cost Non-ODC consignments should not loaded in that vehicle. If loaded & accepted by Carrier, the freight bills of such consignments will not be paid and returned.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 5 LOAD DISTRIBUTION

5.1.1 BHEL will allot the load through BHEL's VIS (Vendor Information System)

5.1.2 Individual rate schedule wise load will be allotted to the Carriers. i.e. individual distance slab wise loading seniority will be allotted. Also based on the weight of the consignment, the loading seniority will be as follows:-

Consignment Category	Loading seniority (for demand allocation purpose only)
2	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM
3	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus two separate loading seniority for up to 16MT & Above 16MT
4	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 22MT, Above 22MT-27MT & Above 27MT
5	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 22MT, Above 22MT-27MT & Above 27MT
6	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 20MT, Above 20MT-25MT & Above 25MT
7	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus three separate loading seniority for up to 20MT, Above 20MT-25MT & Above 25MT
9	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM plus two separate loading seniority for up to 2MT & Above 2-6MT
10	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM
11	Three separate loading seniority for 0-700KM, 701-1500KM & Above 1500KM

5.1.3 **The rate schedule wise original ranking of the Carriers will be considered for arriving at the load allotment seniority, and based on this, allotment of load by System (VIS) will be done, separately for all the three distance slabs in a particular application.**

5.1.4 Based on the ranking as explained in above Clause 3.2, the loading seniority will be allotted to the successful Tenderers.

5.1.5 The L1 Bidder of each rate schedule will be given **Five demands** in each turn (demand cycle), L2 Bidder will be given **Three demands** in each turn, L3 Bidder will be given **Two demands** in each turn, whereas others will get one demand in each turn (demand cycle). However it may be noted that these additional Four demands for L1, Two for L2 & One demand for L3, will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement. The VIS will be suitably made for this purpose. It may be noted that if the additional demands given to L1, L2 & L3 as above are not lifted by them within the time limit given in System, those demands will be automatically allotted to others in seniority and defaulted L1, L2 & L3 carriers cannot demand these additional loads at any point of time of the demand cycle or beyond.

5.1.6 **If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – Application wise, and those Carriers have to place required number vehicle for that Application as per dispatch requirement of BHEL failing which lead forfeit of EMD, Security Deposit / BG of such Carriers and also suitable action will be taken by BHEL on those Carriers as deemed fit.**

5.1.7 **If the counter offer given by BHEL to other than L1 Vendors is accepted by only few or lesser than the required number of Carriers (Clause 5.1), then BHEL will place Contracts to those Carriers only, and those Carriers have to place required number vehicle for that Application as per dispatch requirement of BHEL failing which lead forfeit of EMD, Security Deposit / BG of such Carriers and also suitable action will be taken by BHEL on those Carriers as deemed fit.**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 5.2 Blocking of load

- 5.2.1 BHEL will allot the load through BHEL's VIS (Vendor Information System)
- 5.2.2 If the Carrier to whom the demand was originally allotted is not placing the vehicle within the stipulated time, against a particular demand, then such Carriers will be put under suspension (will not be allotted further load) in VIS in all the Rate Schedules, till that particular load was lifted by some other Carrier in the demand turn system.

## 6 RATE BASIS

### 6.1 DIESEL PRICE VARIATION CLAUSE

The Rate is Firm except for rate variation on account of variation in Diesel Price as given below:

Price variation will be allowed during the currency of Contract on account of increase / decrease in the Diesel Rates, as indicated by IOCL / BPCL / HPCL. The following diesel price variation clause will be applicable **from the date of increase / decrease of diesel price.**

- 6.1.1 The freight rates finalized is subject to increase/decrease at the rate of **0.3 paisa per MT per KM for every 10 paisa** statutory increase/decrease in diesel price (inclusive Taxes applicable at Trichy as indicated by IOCL / BPCL / HPCL). The increase/decrease will be proportionate when the increase/decrease is less than 10 Paisa per liter.
- 6.1.2 PVC Clause will be operative only from the date of award of LOI/Contract and when the increase/decrease in Diesel price is more than **Re.1/-**.
- 6.1.3 However, the cumulative variation in the Retailed Selling Price of diesel at Trichy, more than **Re.1/-** will be considered for revising the Contract Rates from the date of cumulative increase/decrease of Diesel.

### Sample Calculation:-

Assume existing RSP of HSD at Trichy is **Rs.53.22/- per Liter** on the date of LOI i.e. on 20.10.2013.

- Effective from 15.11.2013, if the diesel price increases from Rs.53.22/- to Rs.53.76/- per Liter i.e. increase of **Rs.0.54 per Liter**, then PVC will not be applicable from 15.11.2013
- Again effective from 01.12.2013, if the diesel price increases from Rs.53.76/- to Rs.54.32/- per Liter i.e. increase of **Rs.0.56 per Liter**.

In this case the cumulative increase is Rs.1.10/- per Liter (Rs.0.54 + Rs.0.56). Then PVC is applicable from 01.12.2013 onwards only for the increase of **Rs.1.10/- per Liter**.

- Again effective from 15.12.2013, if the diesel price increases from Rs.54.32/- to Rs.54.85/- per Liter i.e. increase of **Rs.0.53 per Liter**, then PVC will not be applicable from 15.12.2013
- Again effective from 01.01.2014, if the diesel price increases from Rs.54.85/- to Rs.55.45/- per Liter i.e. increase of **Rs.0.60 per Liter**.
- In this case the cumulative increase is Rs.1.13/- per Liter (Rs.0.53 + Rs.0.60). Then PVC is applicable from 01.01.2014 onwards only for the increase of **Rs.1.13/- per Liter**.
- The same system will be followed for decrease in Diesel Prices also.
- Only two digits fraction will be considered. i.e. in the revised rates anything less than 0.005 Paisa will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Paisa

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## 6.2 TAXES AND DUTIES

- 6.2.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for TWO years from the date of award of Contract.
- 6.2.2 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except Service Tax, Octroi charges and power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

## 6.3 OCTROI CHARGES:-

- 6.3.1 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.
- 6.3.2 Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be the account of Transporter for payment of Octroi where ever applicable.
- 6.3.3 In the cases where Octroi is paid by the Carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

## 7 DOOR COLLECTION AND DOOR DELIVERY

**All despatches to BHEL Trichy Unit, Power Stations, Sites, or any Supplier Works etc., must be door delivered at the consignee addresses (supplier works, BHEL Trichy, Sites etc.), in all Consignment Categories / All Applications / All Rate Schedules.**

**Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.**

### 7.1 DOOR COLLECTION

- 7.1.1 The Transport Contractors are to door collect Loads from BHEL/Trichy complex or Suppliers' Works in and around BHEL Trichy within a radius of 40 kms to any place in India as desired by the operating agency or at customer or authorized agencies such as Suppliers or any BHEL Unit or Site etc. located anywhere in India to anywhere whether the Transporter has branch or not.
- 7.1.2 In case of Smalls, the supplier may book the consignment at the Transport Carriers' godown. However, if the Carriers are asked to door deliver / door collect, the same shall be complied with **without any additional charges**
- 7.1.3 If 'SMALLS' consignment is booked to BHEL and the Original Consignee Copy of the Lorry Way Bill is attached to the Consignment, it is the responsibility of the Carriers to effect door delivery of the consignments to BHEL **within three days** from the receipt of the Consignment without any additional charges.

Date:  
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## **7.2 DOOR DELIVERY**

- 7.2.1 It is amplified that the Carriers will effect door-delivery in respect of Full Loads, without extra charge for such door-delivery. This is also applicable in the case of consignments where the despatch documents are routed through Bank and for consignment booked to Customer, Supplier or Site or any Consignee booked on door delivery basis.
- 7.2.2 BHEL consignments shall be booked by the approved Transporters only on door delivery basis, to the Consignee and freight payment will be made as per terms and conditions of applicable schedule and terms & conditions of the AITRC and red with the P.O terms placed by BHEL on its suppliers.

## **7.3 MULTI POINT COLLECTION & DELIVERY**

- 7.3.1 This multi-point collection charges are applicable for all Consignment Categories.
- 7.3.2 For the first point of loading, collection charges is not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.

### **7.3.3 Example:**

If a vehicle is collecting 3MT is from the first collection point and goes to the second collection point which is 10KM away from the 1<sup>st</sup> collection point, and picks up the load of another 4MT and then goes to the 3<sup>rd</sup> collection point which is 15 KM away from the 2<sup>nd</sup> collection point and picks up another 1 MT then it goes to the destination. In this case the multi-point collection charges will be as follows:-

- 1<sup>st</sup> point : No collection Charges
- 2<sup>nd</sup> point : Rate X 10KM X 3MT
- 3<sup>rd</sup> point : Rate X 15KM X (3MT + 4MT)

- 7.3.4 The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- 7.3.5 The above logic will be applicable for multi-point door delivery also.
- 7.3.6 If the Carrier has to collect materials like supporting beams from Shipping Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
- 7.3.7 For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.

## **7.4 CERTIFICATION FOR MULTI POINTCOLLECTION & DELIVERY**

- 7.4.1 Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Shipping / MM / Purchase / Commercial etc.,)

## **8 CLUBBING AND DIVIDING OF LOAD**

The consignment booked by two or more Transporters or two or more full load or certified full load consignments shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account till such time the consignment is released from statutory authorities and delivered to the consignee.

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## 9 **POWER BLOCK / HEIGHT GAUGE CHARGES :-**

The power block / height gauge charges at railway crossings shall be paid initially by the Transporter. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 Cms. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of AGM/Logistics on case to case basis.

## 10 **CERTIFICATION**

The Certification applicable in the various Clause of the Tender / Contract to be awarded against this Tender, while operation and the details competent authority having the powers to give these certifications are given below:-

SL No	Nature of Certification	Competent Authority
1	<b>Certification for full load</b> due to availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason	<b>AGM</b> Shipping / end user dept./ Commercial
2	<b>Volume Load Certification</b>	<b>Manager - Shipping / end user dept.</b>
3	<b>Detention Certification – Loading Point</b>	<b>DGM - Shipping / end user</b>
4	<b>Detention Certification – Un Loading Point</b>	<b>Any site personnel</b> - with signature & official seal – No further certification from Shipping / end user
5	<b>Detention Certification – Un Loading Point</b> (in case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification etc.	<b>DGM</b> Commercial / end user
6	<b>Waive of penalty for delayed delivery not on a routine basis but under exceptional cases</b>	<b>By Competent Authority of BHEL, as per procedure</b>
7	Though the consignment dimensions & weight range fall within one Consignment Category, due to nature / type / Technical configuration, demands despatch of such consignment through another consignment category	<b>As applicable – AGM Logistics</b> or any end user not less than AGM. This is applicable for ROD / MS Dept. Chennai also. Suitable records on this count with reasons should be maintained at the loading point
8	<b>To load Imported Higher Diameter Pipe in 40 Feet Trailer, due to the constraints at port in clearing cargo within the allowed time.</b>	<b>Sr. Manager/ Dock Operations/ Sr.Manager/ Material services</b>
9	<b>Multi point Collection / Delivery Charges</b>	DGM of user agencies (Shipping / MM / Purchase / Commercial etc.,)

### 10.1 **VOLUME LOADS & FULL LOADS**

#### 10.2 **Volume Load:-**

10.2.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.

10.2.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than **Manager** as “Volume Load” and payable for full load.

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### **10.3 Full Load:-**

- 10.3.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)
- 10.3.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.
- 10.3.3 Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of BHEL as per the above Table.

## **11 PENALTY CHARGES**

### **11.1 TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY**

- 11.1.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.
- 11.1.2 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- 11.1.3 **Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers.**
- 11.1.4 **For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted**
- 11.1.5 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- 11.1.6 Transit Time for Consignment Category-1 to 8
- |                          |                 |
|--------------------------|-----------------|
| Consignment Category-1   | :330KMs per Day |
| Consignment Category-2   | :300KMs per Day |
| Consignment Category-3   | :300KMs per Day |
| Consignment Category-4&5 | :200KMs per Day |
| Consignment Category-6&7 | :120KMs per Day |
| Consignment Category-8   | :100KMs per Day |
- 11.1.7 Transit Time for Consignment Category- 9
- |                |          |
|----------------|----------|
| 0 to 700KMs    | :5 Days  |
| 701 to 1500KMs | :10 Days |
| Above 1501KMs  | :15 Days |
- 11.1.8 Transit Time for Consignment Category- 10 & 11
- |                |          |
|----------------|----------|
| 0 to 700KMs    | :15 Days |
| 701 to 1500KMs | :30 Days |
| Above 1501KMs  | :45 Days |
- 11.1.9 **Grace Period**
- |                |          |
|----------------|----------|
| Up to to700KMs | : 1 Day  |
| 701 to 1500KMs | : 2 Day  |
| Above 1500KMs  | : 3 Days |

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11.1.10 **Penalty for Full Loads** : 1 % of freight per Day subject to maximum of 50%

11.1.11 **Penalty for Part Loads** : 2 % of freight per Week subject to maximum of 50%

11.1.12 In case of delayed delivery, the grace time also will be taken in to account for calculating the penalty amount.

11.1.13 **Waiver of Penalty for delayed delivery**

11.1.13.1 Wherever there is late delivery, penalty will be levied. However in case of exceptional situations where the Competent Authority of BHEL, as per procedure shall, waive off penalty on “case-to-case” basis, based on the representation received from the Transporter, providing the full details / data/reasons for the delay. BHEL on review of these details and upon verifying the proof for the reasons

11.1.14 **Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers. This is applicable for all the Consignment Categories except Consignment Category - 2**

11.1.14.1 In case of consignments booked on self basis, delivery against consignee copy etc., as per Clause 21 of Special Conditions of Contract for delivery not on time as per Contract, penalty is not leviable.

11.1.14.2 Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

## 11.2 PENALTY FOR NON PLACEMENT OF VEHICLES

11.2.1 Vehicles as and when requested by BHEL or by BHEL’s Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Transporter within stipulated period in the form of letter/email or any other mode of communication

11.2.2 For non-placement of vehicles within stipulated period the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty is furnished below:-

Category	Charges in Rs. per Day					
	BHEL Trichy		Harbour		Out Station	
	Notice Time	Charges	Notice Time	Charges	Notice Time	Charges
Consign. Category-1,2,9, 10 & 11	24	Rs.500	24	Rs.500	48	Rs.500
Consign. Category-3	24	Rs.750	24	Rs.750	48	Rs.750
Consign. Category-4 & 5	24	Rs.1000	48	Rs.1000	72	Rs.1000
Consign. Category-6 to 8	48	Rs.1500	72	Rs.1500	96	Rs.1500

11.2.3 The penalty will be deducted on per day basis, till the particular consignment is lifted by other Carrier. For example (Consign. Category-1,2,9, 10 & 11 – Trichy) :- If L1 Bidder have not placed the vehicle within 24 Hrs. then the demand will go to the L2 bidder after 24 Hrs. and if the L2 Bidder not lifted the consignment within 24 hrs., then the demand will go to the L3 Bidder after 24 Hrs. In this case if the consignment is finally lifted by the L3 Carrier in 3<sup>rd</sup> day, penalty will be lived for the L1 Carrier for 2 days and for the L2 Bidder the penalty will be levied for 1 day, and so on.

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## **12 TRANSHIPMENT AND PENALTY**

- 12.1.1 BHEL expect a full load / certified full load consignments to be transported in the same vehicles without transshipment en route.
- 12.1.2 **However, for HCV/Lorry categories, one transshipment in the enroute is allowed. Delay penalty will not be waiver in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers. This is applicable for all the Consignment Categories except Consignment Category - 2**
- 12.1.3 For other categories of vehicles, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR CCC/LOGISTICS in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.
- 12.1.4 If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
- 12.1.5 But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.

## **13 DETENTION CHARGES AT LOADING & UNLOADING POINTS**

Detention charges shall be paid extra if the vehicles are not loaded in time.

- Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.
- Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.

Detention charges will be paid as follows:-

### **13.1 Eligibility for Detention Charges**

- 13.1.1 At Store Wards of BHEL Trichy: Within 24 Hrs. from the time for reporting, the vehicle should be released. 2<sup>nd</sup> day onwards detention charges will apply as per Table given below
- 13.1.2 At Shipping BHEL Trichy : Within 48 Hrs. from the time of reporting, the vehicle should be released. 3<sup>rd</sup> day onwards detention will apply

### **13.2 Detention Charges**

- 13.2.1 Detention charges shall be paid on certification of an Executive not below the rank of **DGM of user agencies** (Shipping / MM etc.) in case of detention at BHEL, Trichy and Harbour & CFSS of Chennai, Tuticorin & Karaikal

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13.2.2 Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel - with signature & official seal. In case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification by DGM of Commercial / end user is required for payment of detention charges.

13.2.3 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Shipping / Stores / Harbour & CFS and Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

13.2.4 However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.

13.2.5 Detention charges will be paid as follows

Description	Detention Charges per Day till consignment is lifted			
	Up to 5 Days	6 to 10 Days	11 to 20 Days	Beyond 21 Days
Consign. Category-2,9, 10 & 11	Rs.500	Rs.600	Rs.750	Rs.1000
Consign. Category-3	Rs.500	Rs.600	Rs.750	Rs.1000
Consign. Category-4 & 5	Rs.750	Rs.1000	Rs.1250	Rs.1500
Consign. Category-6 to 7	Rs.750	Rs.1250	Rs.1500	Rs.1800

13.2.6 **Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point.**

## 14 **TRANSIT CONDITIONS**

### 14.1 **TRAFFIC REGULATIONS & REQUIREMENTS:**

14.1.1 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.

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

14.1.3 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.

14.1.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

14.1.5 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 under whatsoever may be the reasons / conditions.

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.

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

Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.

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.

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

#### **14.2 ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:**

14.2.1 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.

14.2.2 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.

#### **14.3 PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:**

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

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

14.3.2 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.

14.3.3 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.

14.3.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.

14.3.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.

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

#### **14.4 SAFETY OF CONSIGNMENT:**

14.4.1 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.

14.4.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and

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future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.

- 14.4.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 14.4.4 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 14.4.5 Transporter shall auction no material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 14.4.6 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.

## **15 STATUTORY OBLIGATIONS OF TRANSPORTER:**

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.

The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.

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

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.

## **16 BRANCH & BRANCH MANAGER**

Full time Branch Managers should be posted at TIRUCHY, CHENNAI and BANGALORE or HYDERABAD or one in any NORTHERN REGION for liaison with BHEL to receive instructions, furnish delivery position and to attend to other duties relating to this Contract.

Non availability of Branch/Franchise office will not form the criteria for non-lifting of any consignments.

Even, in case where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.

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## **17 E-CONNECTIVITY**

The Bidder shall have e-mail facility in their mandatory Branch offices. If e-mail facility is not available, the Transporter to whom the Contract is awarded shall get the provision in their Branch within 2 weeks from the date of award of the Contract / Letter of Intent since the demand is allotted to the Carriers through BHEL's Vendor Information System (VIS) through email.

## **18 JOURNEY MANAGEMENT :**

The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis.

Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.

Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

## **19 MOTOR VEHICLE ACT**

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

## **20 STORAGE CHARGES:**

The Transporter shall store in their nearest godown safely the consignments in the following cases where circumstance demand such action.

- Consignments booked as self and consignments to be delivered against consignee copy.
- Consignments not accepted by Consignee for unloading at Site / Customer place / destination
- Consignee refuse to accept the consignment for some reason or other

In all other cases, the consignments are to be directly delivered at Site / Customer place / destination.

- (a) Under any circumstances, Carrier shall not auction any consignment belonging to BHEL, any consignment despatched by the Suppliers / Customers on behalf of BHEL.
- (b) Storage charges shall not be paid for storage of consignments for a period of 90 Days from the date of arrival at godown.
- (c) Storage beyond 90 Days (excluding transit period) storage charges @ one paise per kg per day shall be paid. However total storage charges less than Rs.1000/- per consignment is not payable.
- (d) Penalty, for not delivering the consignment within Contract transit time, is not leviable in the above cases. However in case of consignments not accepted / refused to be accepted by consignee for any reason, communication in any form in writing from the Consignee concerned should be attached with the freight bill for waiver of penalty.
- (e) In all the above cases photo copy of the consignee copy of LR, where the Bank seal should be visible and readable, shall be attached with freight bill to enable BHEL to consider payment of storage charges as per Contract.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **21 INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL**

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.

## **22 ROUTE AND DISTANCE**

### **22.1 ROUTE**

22.1.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.

22.1.2 Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or CCC/LOGISTICS and authorized.

### **22.2 DISTANCE**

22.2.1 The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).

22.2.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.

22.2.3 Wherever the particular station is not exhibited in the SAP system of BHEL Trichy, the distance shall be calculated as per the order of priority as specified below:

22.2.3.1 Route map of India prepared by the Survey of India.

22.2.3.2 Maps.yahoo.com (website)

22.2.3.3 Maps.google.com (website)

## **23 ROUTE, SURVEY, PERMIT ETC.**

It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.

The Transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.

The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.

All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

Date:

Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **24 LOADING AND UNLOADING**

Loading and unloading is the responsibility of Consignor or Consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency.

Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.

Handling and transshipment shall be done at the authorized transshipment center with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.

## **25 COVERING THE CONSIGNMENT WITH TARPAULIN & LASHING**

### **25.1 Covering the Consignments**

25.1.1 The consignments, entrusted to the Carriers shall be handled, covered with waterproof Tarpaulin to prevent the ingress of water and lashed without damage to consignments, transported and delivered carefully. For any loss or damage to the consignment, the Carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserve the right to terminate the Contract or take other appropriate steps.

### **25.2 Instructions for loading and lashing of consignments for transportation (Illustrations in pictures)**

25.2.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter

25.2.2 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required

25.2.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.

25.2.4 Metallic chains / wire ropes are not permitted for lashing the components with trailer. These can cut into the tubes.



Improper lashing metal chains which can cut into the tubes.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

25.2.5 Only Nylon ropes and belts are allowed. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.



Example of nylon lashing. Nylon lashed drum ... but with an unacceptable chain lashing in the middle

25.2.6 Every component loaded in the trailer / lorry shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.



Inadequate support, improper chain lashing and tacking to the base

25.2.7 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.



Inadequate wooden support example with without proper spacing of wood leading to bowing of tubes

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

25.2.8 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.



Improper metal to metal contact, which can cause rubbing of tubes

25.2.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.



Example of the effect of not providing stoppers and spacers .... The coils slide in transportation and reach site like this.

25.2.10 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.



Example of improper loading of a tube bundle over a well-crated coil.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

25.2.11 The loading of multiple components one over the other shall not be done.



Example., see the wrong loading - Loose pipes of various sizes + a set of panels + Burner Panel over that) Also see improper slinging.

25.2.12 Soft rubber pads shall be used to lash on the product metal surface

In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.

25.2.13 In the case of Headers, they are to kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.



Example of improper loading. The pipe of the header should be supported with V-blocks, so that the header does not tilt.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

25.2.14 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.



An example showing improper chain lashing - on the coil tubes, causing it to bend

25.2.15 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.



25.2.16 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.

25.2.17 Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.

25.2.18 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.

25.2.19 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **26 PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION**

Transporters shall bring along with trailer 2.6 to 3 Mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.

The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above the shall be provided by BHEL for ODC.

## **27 INSURANCE COVERAGE AND CLAIM**

### **27.1 Insurance**

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.

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

27.1.1.1 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.

27.1.1.2 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.

### **27.2 Damage / Loss**

27.2.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or CCC/LOGISTICS within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or CCC/LOGISTICS as applicable.

27.2.2 On receipt of this information, BHEL Trichy (Shipping / CCC) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping / CCC so that further action will follow.

27.2.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Shipping / CCC shall process the bills accordingly.

### **27.3 Open Delivery**

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **27.4 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.**

27.4.1 Logistics /Shipping are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done inline with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation. In case Carrier fails to compensate with the above period, BHEL will exercise their right to recover such compensation by deduction from such Carriers pending Bills / EMD / SD.

## **27.5 Accidents**

27.5.1 All accidents at any point shall be reported to agency concerned and CCC/LOGISTICS in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

27.5.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or CCC/LOGISTICS as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and CCC/LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.

27.5.3 The freight payment upto the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters. This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

## **27.6 Return freight payment for transporting the damaged consignment back to Trichy after BHEL QC Clearance.**

27.6.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Trichy after insurance survey and BHEL QC clearance for returning such consignments to Trichy, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters.

In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 28 SECURITY DEPOSIT

The successful Tenderers shall furnish Security Deposit in any one of the following modes within 15 days from the date of Letter of Intent. The Security Deposit shall be furnished by the successful Tenderers before commencement of work by them:-

The security deposit shall not carry any interest.

### 28.1 Security Deposit Amount

Total Contract Value	Security Deposit Amount
Up to Rs.10 lakhs	10 % of the Total Freight Value
Above Rs.10 lakhs up to Rs.50 lakhs	Rs.1 lakh + 7.5 % of the freight amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

### 28.2 Mode of Remittance of Security Deposit

- 28.2.1 Cash (as permissible under the Income Tax Act)
- 28.2.2 Pay Order, Demand Draft in favour of BHEL.
- 28.2.3 Local cheques of scheduled banks, subject to realization.
- 28.2.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 28.2.5 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 28.2.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 28.2.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 28.2.8 Acceptance of Security Deposit against Sl. No. (29.2.4) and (29.2.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.
- 28.2.9 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**

### 28.3 However since the Contract value for each successful Tenderer cannot be envisaged at the time of issue of Contract, the following procedure would be adopted for compliance by the successful Tenderers.

- 28.3.1 **The Contractors will be required to furnish Bank Guarantee for a notional value of Rs.4,00,000/-**
- 28.3.2 **When the total billing the Transport Carrier at any point of time exceeds Rs.50/- Lakhs, then the recovery of Security Deposit will be ensured at the rate of 5% of bill value from each running bill as per the above Clause SD Clause**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **28.4 Refund of Security Deposit**

- 28.4.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- 28.4.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

## **29 BILLS & PAYMENT**

### **29.1 Time of Submission**

Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. This is not applicable for despatches where payment is through Bank. However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. **Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of Manager of the User Department concerned.**

### **29.2 Mode of Payment**

All payments to be made to the Transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.

Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say one month, after receipt of the bill along with consignee's acknowledgement.

### **29.3 Excess Claims**

The movement of consignments includes sizable quantum of materials and components/sub-assemblies for which the freight charges will be paid by various BHEL customers to the Carriers directly. In such cases also, the Carriers under this Contract, must claim the freight only at approved rates payable under this Contract and any excess claim will be restricted to the approved rates only. BHEL will have the right to recover extra expenditure or total amount resulting in resubmission of freight as per Contract. If the Carrier continues to make excess claims, such a conduct will reflect on the performance leading to stopping of loads, suspension and delisting.

### **29.4 DELIVERY AGAINST CONSIGNEE COPY**

Except despatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed.

### **29.5 Dimensions of the Consignments**

Only the actual dimensions if the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc., ) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 29.6 Weight of the Consignments

- 29.6.1 Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
- 29.6.2 The maximum weight of the consignment indicated in each consignment category is only indicative. However if the passing weight of the corresponding vehicle category is higher than the maximum weight limit of the consignment category, indicated, in such cases the consignment will be loaded up to the passing weight capacity & freight will be paid on per MT per KM basis accordingly.
- 29.6.3 In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 29.6.4 Excess weight means, the weight of the consignment weighed is found to be 10% more than GMS weight.
- 29.6.5 However if excess weight is noted by the Carriers within Trichy Limit, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighing.
- 29.6.6 If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be produced.
- 29.6.7 If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of SR.MANAGER.
- 29.6.8 Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis and will be paid on per MT per KM basis of the respective rate schedule.
- 29.6.9 In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Excise Duty Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.

## 30 GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-

### 30.1 GC / LR / LWB

- 30.1.1 G.C. Note issued should bear **printed serial numbers** with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

30.1.2 The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.

Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

30.1.3 The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C.Note

30.1.4 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.

30.1.5 The Carrier should feed systematic information viz.,GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.

30.1.6 The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

## **30.2 EXCISE INVOICE**

30.2.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.

30.2.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

30.2.3 In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

## **31 DESPATCH & ENROUTE DOCUMENTS**

### **31.1 Despatch Documents**

31.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from CCC/LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.

31.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 31.1.3 The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, SM/CCC/LOGISTICS by the Transport Carrier concerned.
- 31.1.4 Wherever FORM 31 is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.
- 31.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

## **31.2 En-route Documents**

- 31.2.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- 31.2.2 Any detention on this account will be the Carriers' responsibility.
- 31.2.3 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
- 31.2.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

## **32 VEHICLE MONITORING**

Monitoring of BHEL consignment should be made by the Carriers through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Carriers only.

In case, the System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier. If repeated failures are noticed, a fine of two per cent of freight payment will be deducted from freight bill.

All 70/80 feet trailer category and consignment for which customer insists GPS shall be fixed, the Transporter shall fix GPRS at his cost till delivery.

**Wherever insisted by BHEL, the GPS instrument has to be provided by the Contractors at their cost and risk in all the vehicles which carries the consignments.** The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, a penalty of 2 % of the bill value shall be levied. In case of repeated detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter

## **33 E.M.S SECURITY AND SAFETY REGULATION**

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **34 ESCORT FOR CONSIGNMENTS**

Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

## **35 CONFLICT OF INTEREST**

The Carriers awarded Contract against this Tender, if undertakes Contract from the Customer / Supplier/ vendor for transportation of BHEL Materials, then the freight rates chargeable for that work shall be only as per the approved rates, terms and conditions of this AITRC 2013-15 irrespective of the schedules where he is enlisted or not in AITRC 2013-15.

In case of movement of consignment by BHEL on “Customer To-Pay basis” through BHEL approved Carrier/Customer/Supplier, the Transport Carrier should not enter into separate Contract with the Customer/Vendor under whatsoever may be the reason. If any violation in this condition is found and brought to the notice of BHEL Trichy, the same will be viewed seriously and will lead to immediate suspension of the Carrier from the AITRC without any notice and also will eventually terminate the Contract with the Carrier.

If the Transport Carrier undertakes Contract from any BHEL Units / Sites / other divisions for transportation of consignments from and or to BHEL Trichy or DTS, and if the freight rates for such consignments awarded is less than BHEL’s rate of AITRC 2013-14, such consignments on a one to one schedule matching, then BHEL Trichy will avail such lower rate, for consignments of that nature whose dispatch is organized by BHEL Trichy. This is applicable only to the Transport Carriers undertook the Contract as above.

## **36 PERFORMANCE MONITORING AND EVALUATION**

The performance of the Transport Carrier shall be monitored by the respective User Department in respect of Inward, Outward, and anywhere to anywhere despatches. In the event of performance being not satisfactory even in any one of the categories or location of the despatches (Inward, Outward and anywhere to anywhere despatches), suitable action will be initiated against such Carriers which may lead to stopping of loads /suspension/termination and delisting in accordance with procedure in vogue.

### **36.1 Performance Evaluation of the Carriers will be based on the following Factors though VIS**

- 36.1.1 Number of vehicle placed against the number of demands given
- 36.1.2 Delivery in time as per Contract
- 36.1.3 Volume of business, weight, freight value of consignment transported.
- 36.1.4 Transshipment en-route

## **37 INDEMNITY:**

- 37.1.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 37.1.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

Date:  
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37.1.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

37.1.3.1 Observance of Labour & Industrial Laws.

37.1.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

37.1.3.3 Documentary compliance relating to freight billing.

37.1.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

## 38 **ARBITRATION**

38.1.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Trichy in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

38.1.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Trichy, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.

38.1.3 The decision of the arbitrator shall be final and binding on both the parties.

38.1.4 The arbitration proceedings will be held at BHEL Trichy or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.

## 39 **JURISDICTION**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 39.

## 40 **RIGHTS**

40.1 BHEL may enter into parallel Contract simultaneously other than AITRC with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / consignment categories.

40.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

Date:  
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- 40.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, Trichy has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
- 40.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.
- 40.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters.
- 40.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 40.7 It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
- 40.8 BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.
- 

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

## ANNEXURE-IV

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

## GENERAL TERMS & CONDITIONS OF THE CONTRACT

### 1 GENERAL TERMS:-

#### 1.1 Definitions

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

- 1.1.1 The "**Contract**" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- 1.1.2 The "**work**" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
- 1.1.3 The "**Contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.1.4 "**The Officer-In charge**" means, the Officer deputed by the Competent Authority by BHEL, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of Competent Authority of BHEL, or person deputed by him for the particular purposes.
- 1.1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including any other Competent Authority authorized to invite Tenders and enter into Contract for works on behalf of the Company.
- 1.1.7 The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
- 1.1.8 A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.1.9 A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.1.10 A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2 GENERAL CONDITIONS :-**

The heading to these conditions shall not affect the interpretations thereof.

### **2.1 Work to be carried out:-**

The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

### **2.2 Deviations:-**

The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of Competent Authority, No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

### **2.3 Octroi and Other Duties:-**

All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

### **2.4 Plant and Equipment:-**

The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the Contract.

### **2.5 Assignment of Transfer of Contract:-**

The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL .

### **2.6 Compliance to regulations and by-laws :-**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

### **2.7 Security deposit:-**

The security deposit shall not carry any interest.

The Earnest Money paid at the time of Tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the Contractor.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

Date:  
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All compensation or other sums of money payable by the Contractor to BHEL under the terms of this Contract or under any other Contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

## **2.8 Refund of security deposit:-**

The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the Contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

## **2.9 Orders Under The Contract:-**

All orders, notices etc. to be given under the Contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

## **2.10 Contractor's Supervision:-**

The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent agent acceptable to the BHEL, to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of Logistics or the OFFICER-INCHARGE, to receive instructions.

The Contract awarding authority shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this Contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

## **2.11 Labour:-**

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

## **2.12 Precautions against Risk:-**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

## **2.13 Damage & Loss to Private Property & Injury to Workmen:-**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Competent Authority of BHEL, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.14 Laws Governing The Contract:-**

The Contract shall be governed by the Indian Laws for time being in force.

## **2.15 Cancellation Of Contract For Corrupt Acts:-**

BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

2.15.1 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service,

OR

2.15.2 enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

2.15.3 obtain a Contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

## **2.16 Cancellation Of Contract For Insolvency Assignment Of Transfer Or Sub-Letting Of Contract:-**

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:

If the Contractor,

2.16.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

2.16.2 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

2.16.2.1 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

2.16.3 Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Competent Authority of BHEL which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by Competent Authority of BHEL, or the same shall be recovered from the Contractor by other means.

Date:  
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2.16.4 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Competent Authority of BHEL, whose decision shall be final and conclusive.

## **2.17 Cancellation Of Contract In Part Of Full For Contractor's Default:**

### **If the Contractor :**

- 2.17.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from Competent Authority of BHEL, or his authorized representative ;
- 2.17.2 fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued thereunder ;
- 2.17.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by Competent Authority of BHEL, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by Competent Authority of BHEL or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Competent Authority of BHEL, whose decision shall be final and conclusive.

## **2.18 Termination Of Contract On Death Of Contractor. :-**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

## **2.19 Special Power To Termination:-**

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Competent Authority of BHEL, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

## **2.20 Submission of Bills By Contractor:-**

- 2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Contract awarding authority, separately details of his claims for the work done by him up to and including the previous month which are not covered by his Contract agreement in any of the following respects:
- 2.20.2 Deviation from the items provided in the Contract documents.
- 2.20.3 Extra items / new items of work.
- 2.20.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

Date:  
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(Authorized Signatory)

## **2.21 Payment Of Bills:-**

All payments to be made to the Transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.

Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say one month, after receipt of the bill along with consignee's acknowledgement.

## **2.22 Recovery From Contractor:-**

Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

## **2.23 Post Technical Audit Of Work And Bills:-**

BHEL will have the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

## **2.24 Force Majeure Clause:-**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Competent Authority of BHEL subject to prompt notification by the Contractor.

## **2.25 Signing Of Contract:-**

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

## **2.26 Statutory Requirements:**

2.26.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 2.26.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2.26.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.26.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.26.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

### **2.27 Registers & Records:-**

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

### **2.28 Remote Transactions:-**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

### **2.29 Change In Constitution Of Firm:-**

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the Contract.

### **2.30 Lien Of Consignments:-**

The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

### **2.31 Employer Interests:-**

Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



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## Bharat Heavy Electricals Limited

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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

# ANNEXURE-V

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

## SAFETY CONDITIONS

### 1 VEHICLES

#### **1.1 General**

- 1.1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
- 1.1.2 The lights on right side (i.e.) over driver's cabin should be in working condition.
- 1.1.3 Both the head lights as well as park lamps must be in working condition.

#### **1.2 Handling of Vehicles inside BHEL Trichy**

- 1.2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.
- 1.2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 1.2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 1.2.4 The driving should be kept in the left at all places.
- 1.2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 1.2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 1.2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 1.2.8 There must be a safe distance behind another moving truck.
- 1.2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### **1.3 Shipping**

- 1.3.1 Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- 1.3.2 Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 1.3.3 The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- 1.3.4 The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- 1.3.5 The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
- 1.3.6 There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- 1.3.7 There must be minimum two fastening and it should be more in case of lengthier loads.
- 1.3.8 The loose pieces should be bundled before loading on the truck.
- 1.3.9 There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 1.3.10 The materials should not be stacked too high to avoid hitting against live electric lines.
- 1.3.11 While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
- 1.3.12 While loading/unloading proper slinging practice should be followed.
- 1.3.13 The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
- 1.3.14 When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

**OPERATIONAL**  
**CONTROL**  
**PROCEDURES**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

# Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)


Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

## **OPERATIONAL CONTROL PROCEDURE**

 40, 70 & 80-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
		DATE	22.1.02
OCP:BMM:014	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

1.0 Purpose : To ensure safety in transporting materials through LCV, HCV/Lorry Taurus & Trailers.

2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL

3.0 Responsibility : Competent Authority in Logistics

4.0 Performance criteria : Accident/Damage Record

5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6  
Central Motor Vehicles Act and Rules  
All India Transport Contract given by BHEL.  
Record of Hazard and Risk

6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 19 61 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Lorry Owner / Transporter
16	Review of accidents/damages to materials	CCC/Logistics

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

## ANNEXURE-VII

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

### **TECHNO-COMMERCIAL BID**

The following information is required for communication for Tender finalization

SL No	Description	Details
1	Name of the Transport Carrier	
2	Address for Correspondence	
3	Tele Phones	
3.1	Landline	Office (i)
		(ii)
3.2	Cell Phone	Residence (i)
		(ii)
4	Fax Number	(i)
		(ii)
5	E-mail ID	(i)
		(ii)

#### **DD Towards Non-Refundable Tender Fee of Rs.4,500 (Rupees Four Thousand Five Hundred Only)**

SI	Description	Details to be filled by the Bidder
1	DD Number & Date	
2	Name of the Bank & Branch	

#### **DD Towards EMD of Rs.2,00,000/- (Rupees Two Lakhs Only)**

SI	Description	Details to be filled by the Bidder
1	DD Number & Date	
2	Name of the Bank & Branch	

**PAN Number:** .....

Date:

Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

## TECHNO-COMMERCIAL BID

### ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

**Important Note:-**

- (a) **The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.**
- (b) **All the supporting documents enclosed shall be duly attested by “Notary Public” or Self attested by the Bidders Concerned.**
- (c) **All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.**

#### **1 AFFIDAVIT**

**1.1 Bidders shall ensure furnishing an undertaking, for the following, (Proforma-I) in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized.**

- 1.1.1 Not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
- 1.1.2 Not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
- 1.1.3 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 in the offer & concealing this information, & if found by BHEL, BHEL may cancel the Contract & forfeit EMD/SD forthwith.
- 1.1.4 No Firm/Company/Bidder participated in this Tender is having common Director or Partner or Proprietor in the another Firm/Company/Bidder participated against this Tender. Also in a group of Companies, only one Company is allowed to participate in this Tender. If found so, BHEL will reject outrightly the offers of such Carriers. Example: If a Director / Partner / Proprietor of the “Company-A” is happened to be the Director / Partner / Proprietor of the “Company-B”, then the offer submitted by both the “Company-A” & “Company-B” will be rejected.
- 1.1.5 All Scope, Terms, Conditions, annexures, technical / operational requirements of BHEL read, fully understood, accepted without any deviation and then submitted offer unconditionally.
- 1.1.6 In case it comes to notice of BHEL during the finalization of Tender, after placement of Contract and while executing the Contract, the Contractor is found to have given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake RTA Certificates or any information prejudicial to BHEL’s interest, such Carriers will be immediately suspended at any stage and their EMD, Security Deposit / Bank Guarantee will be forfeited. In addition, if this is found during finalization of Tender, such Carrier’s offer will be rejected out rightly and they will be barred from participation in any future Tenders of any of the BHEL units and wide circulation of this information will be put in BHEL websites, IBA websites and other means of communications. If such acts are found after placement of Contract, the Contract will be terminated and severe / appropriate action against such Carriers under the provisions of BHEL’s procedure for Suspension of Business Dealings with Suppliers / Contractors, will be taken.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2 TENDER FEE & EARNEST MONEY DEPOSIT (EMD)**

### **2.1 TENDER FEE**

- 2.1.1 Tender Fee of Rs 4,500/- (Rupees Four Thousand Five Hundred only) (in total) by way of Demand Draft shall be furnished by the Tenderer for quoting against this Tender.
- 2.1.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy

### **2.2 EMD**

- 2.2.1 One time EMD of **Rs.2,00,000/-** (Rupees Two Lakhs only) by way of Demand Draft shall be furnished by the Tenderer for quoting one or more categories.
- 2.2.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy

## **3 ESTABLISHMENT OF THE TRANSPORT CARRIER**

- 3.1.1 In case of Single Ownership / Proprietorship establishment, relevant documentary proof such as Auditor’s Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed
- 3.1.2 In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- 3.1.3 In case the Bidder is a Partnership Firm, the Firm shall be registered under Partnership Act,. A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender. Unregistered Partnership Firms will not be considered.
- 3.1.4 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.
- 3.1.5 In case of other types of establishment, copy relevant documents as a proof of registration (Certification of Incorporation, Partnership Deed, Demerger Document, as applicable etc. duly signed by competent authorities) shall be enclosed

## **4 FLEET OWNERSHIP:**

- 4.1.1 The Tenderer should own a Minimum number of the following Vehicles for the respective category applied for (Ownership either in the name of the company or in the name of Partners/Directors) and all confirming to the relevant provisions of MV Act. Attached / leased vehicles will not be accepted.

### **For Consignment Category – 2 :**

Minimum number of vehicles owned	: <b><u>1 Vehicle</u></b> (Minimum 8MT passing Weight)
Technical Name as per RC	: Heavy Commercial Vehicle (HCV)
Common Name	: Lorry / Truck
Name as per Gazette Notification.	: Rigid Vehicle
Appearance	: Closed Body

**The Carrier can produce / indicate the Taurus RC Books & the relevant documents, in place of Lorry RC Books & the relevant documents called for in the Tender**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### **For Consignment Category – 3 :**

Minimum number of vehicles owned : **1 Vehicle** (Minimum 14 MT passing Weight)  
Technical Name as per RC : Multi Axle Goods Vehicle  
Common Name : Taurus (16 / 22MTs) / Truck  
Name as per Gazette Notification. : Rigid Vehicle  
Appearance : Closed Body

### **For Consignment Category – 4 to 7 :**

Minimum number of vehicles owned : **7 Vehicles** (Minimum 21 MT passing Weight)  
Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : Trailer  
Name as per Gazette Notification. : Semi Articulated Vehicle  
Appearance : Open Body

- 4.1.2 The number of vehicles indicated above is only minimum number of vehicles called for technical qualification. However the Bidders may declare the details of the vehicles over and above the minimum indicated with all the necessary documents called for.
- 4.1.3 The bidders, who wish to quote any one or any combination within Consignment Category 4 to 7, need to have 7 vehicles as indicated above. In other words, if the bidder wishes to quote any one of the Category 4 to 7 also, need to have 7 vehicles.
- 4.1.4 **List Vehicles** with Registration Nos. and type of Vehicles is to be furnished by the Bidders in the Techno Commercial Bid.
- 4.1.5 **Notary attested / Self Attested Photostat copy of the R.C Books of the vehicle to be enclosed along with the Techno Commercial Bid. Also wherever the Carriers own the “Smart Card Type” RC Books, they have to preferably mention those Smart Cart RCs in the Techno Commercial Bid.**
- 4.1.6 **Also the valid Road permit (National permit only) shall be enclosed along with the Tender. The vehicle without National Permit will not be considered**
- 4.1.7 **The number of vehicles mentioned above, are only the minimum required for the purpose of Technical Qualification and it is not at all enough to meet the volume of business of BHEL against this Tender. Hence, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL / business volume of BHEL for the two years period of the Rate Contract.**

## **5 FINANCIAL SOUNDNESS**

### **5.1 PROFIT LOSS ACCOUNT**

- 5.1.1 **Profit & Loss Account** for any two consecutive years out of three financial years i.e, 2010-11, 2011-12 & 2012-13 (relevant assessment years 2011-12, 2012-13 & 2013-14) should be submitted along with the offer.
- 5.1.2 The Profit & Loss Account shall be duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India shall be enclosed. The auditor's certificate should bear valid membership number of the Chartered Accountant.
- 5.1.3 Income tax computation statement will also be considered in lieu of Profit & Loss account. P&L or Income tax computation statement should indicate that the income is from transportation business. Necessary supporting documents like Form 26 AS can also be furnished for having done transportation business."

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 5.2 INCOME TAX:

- 5.2.1 Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for for any two consecutive years out of three financial years i.e, 2010-11, 2011-12 & 2012-13 (relevant assessment years 2011-12, 2012-13 & 2013-14) shall be enclosed.

## 5.3 IBA RECOMMENDATION:

- 5.3.1 The Tenderer should have an **IBA** recommendation valid **on the date of opening of Tender** and shall also ensure that the same is valid throughout the currency of the Contract. Copy of currently valid IBA Certificate shall be enclosed duly attested by Notary
- 5.3.2 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.
- 5.3.3 In case identical rates are quoted by more than one Bidder, the ranking & selection of required number of Transporters will be on the basis of seniority of registration with IBA i.e. the senior Carrier will be given first preference.

## 6 MANDATORY BRANCH OFFICE :

- 6.1.1 **Definition of the Branch:** An Office with Land line phone / Cell Phone, person to be contacted and available all the time, during office hours.
- 6.1.2 Bidder must have (i) **one branch at Trichy, (ii) One branch office at Chennai and (iii) one branch either at Bangalore or Hyderabad or one in any of the Northern States. i.e. three branch offices is essential.**
- 6.1.3 **Also if Bidders declared that they will open the branch office as per the Tender conditions, within 30 days from the date of issue of LOI, can also be considered for further evaluation, if they become successful in this Tender, technically & commercially and LOI can be awarded. In such case if they do not open the Branch Office within 30 days from the date of issue of LOI, the LOI will be cancelled automatically and they will be eliminated from the RC without any further notice.**
- 6.1.4 These mandatory branch offices shall be in operation within the entire tenure of the Contract. Surprise checks will be carried out for verification of the office premises at any point of time within the currency of the Contract and if the any of these mandatory branch offices do not exists / vacated by any of the Bidders, then the Contract with those Bidders will be short closed immediately without any notice. Hence the Carriers are requested to update the shifting of branch office, if any, during the Contract period.
- 6.1.5 If Email facility is not available in these Mandatory Branch offices, the Transporter to whom the Contract is awarded shall provide the same immediately within 2 weeks from the date of award of Contract / LOI (Letter of Intent) failing which the Contract shall be suspended.
- 6.1.6 If mandatory branch offices already exist, then the Bidders shall enclose documentary proof (Registration Documents / Lease agreement / Telephone Bill Receipt/ EB Bill Receipt, any other relevant documentary proof from any Govt. Authorities) along with the Tender. In case of non-availability of branch offices at these locations, then the above documents shall be submitted after opening of the Branch offices **within 30 days from the date of issue of LOI.**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **7 INTEGRITY PACT**

- 7.1.1 The Integrity Pact attached with the Tender is an integral part of Tender terms & conditions. The Integrity Pact should be duly filled in, signed by authorized Signatory in all pages with due witness and affixed with official seal and sent along with the Techno-Commercial bid.
- 7.1.2 **The offers of the Tenderers who have not furnished the above Integrity Pact duly signed by them will not be considered as technically qualified and hence their offer will be rejected and not processed further. Integrity Pact is one of the qualifying / eligibility criteria of the Tender.**
- 7.1.3 The offer without the Integrity Pact signed & stamped by Transporter will be rejected. The Carriers signing the integrity pact & affixing the seal, are bound to comply with the conditions of the Pact in full & it will be construed that it has been read by them fully, understood, agreed with it completely & then signed & stamped.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# STATEMENT FOR BID-EVALUATION ON ELIGIBILITY CRITERIA

(to be filled in by the Bidder)

**Important:** All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the Tender primarily on scrutiny on the Tender opening, facilitating freezing of eligibility for price-bid opening.

SL No.	Particulars	Compliance status
1	Affidavit	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2	Tender Fee	DD No. & Date: Bank & Branch:
2.1	EMD	DD No. & Date: Bank & Branch:
3	Status of the Company	Please Tick (√) in the appropriate box
3.1	Public Limited Company	<input type="checkbox"/>
3.2	Private Limited Company	<input type="checkbox"/>
3.3	Partnership firm	<input type="checkbox"/>
3.4	Single ownership	<input type="checkbox"/>
3.5	Others (Specify)	<input type="checkbox"/>
3.6	Type of Proof Enclosed (Memorandum of Articles of the Company, Power of Attorney, Partnership Deed, demerger document as applicable etc. ..)	
3.7	Registration No.	Reference Number : Date :
4	Fleet Ownership	
4.1	For Consignment Category – 2 (Minimum 8MT Passing Weight)	01. Reg No & Date .....
4.2	For Consignment Category – 3 (Minimum 14MT Passing Weight)	01. Reg No & Date .....
4.3	For Consignment Category – 4-7 (Minimum 21MT Passing Weight)	01. Reg No & Date ..... 02. Reg No & Date ..... 03. Reg No & Date ..... 04. Reg No & Date ..... 05. Reg No & Date ..... 06. Reg No & Date ..... 07. Reg No & Date .....

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

5	Financial Soundness		
5.1	Profit & Loss Account	<b>Financial Year</b>	<b>Status</b>
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
5.2	Income Tax proof having submitted the returns for Assessment year to be enclosed.	<b>Assessment Year</b>	<b>Tax Paid Value</b>
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		Average	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
5.3	IBA approval	IBA Number : Valid up to :	
6	Availability of Branch office at	<b>Station</b>	<b>Proof Particulars</b>
		Trichy	
		Chennai	
		Other	
7	Integrity Pact	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
8	Corrigendum if any	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
9	Declaration in Letter Head	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## Application Matrix

Please Tick (√) in the respective cells for which you have quoted. Also mention the Total number of application quoted.

SL No	Application → Category ↓	Application-1- BHEL Trichy Inbound & Outbound	Application-6 – Anywhere to Anywhere
1	Consignment Category-2 – HCV / Lorry		
2	Consignment Category-3 – Taurus		
3	Consignment Category-4 – 40 Feet Trailer – Non ODC	NA	
4	Consignment Category-5– 40 Feet Trailer –ODC	NA	
5	Consignment Category-6– 70 Feet Trailer – Non ODC	NA	
6	Consignment Category-7 – 70 Feet Trailer ODC	NA	
7	Consignment Category-9 – Smalls & Part Load		
8	Consignment Category-10 – 40 Feet Trailer Part Load	NA	
9	Consignment Category-11 – 70 Feet Trailer Part Load	NA	

### NOTE

01. The above application matrix to be carefully filled without mistake. In case of any discrepancy between this filled matrix and the original price bid submitted, BHEL will consider those details in the original price bid only.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**DATA REQUIRED FOR ASSESSMENT (FOR INFORMATION ONLY)**  
(to be filled in by the Bidder)

		Type	No. of Vehicle
		1	Total No. of Vehicles Owned in the Name of Firm & Partners.
		Lorry	
		Taurus 16MT	
		Taurus 22MT	
		40 Ft Trailer	
		70 to 80 Ft Trailer	
		Low Bed 40 Ft Trailer	
1.1	Out of the total No. of Vehicles as above, the number of vehicles that can be exclusively dedicated for BHEL use	LCV	
		Lorry	
		Taurus 16MT	
		Taurus 22MT	
		40 Ft Trailer	
		70 to 80 Ft Trailer	
		Low Bed 40 Ft Trailer	
2	Number of Branches / Total Branch List	Total No. of Branches .....	
		Enclosed in Page No.....	
3	Serving with No. of BHEL sister units under annual Rate Contract	Units:.....	
4	Registered Office / Head Office	Address for Correspondence:	
		Authorized Person :	
		Designation :	
		E-mail IDs:	
		Phone Nos.:	
		Cell Phone Nos.:	
		Fax No.	
5	Regional Branch Office	Address for Correspondence:	
		Authorized Person :	
		Designation :	
		E-mail IDs:	
		Phone Nos.:	
		Cell Phone Nos.:	
		Fax No.	
6	Established Branch at Trichy	Address for Correspondence:	
		Authorized Person :	
		Designation :	
		E-mail IDs:	
		Phone Nos.:	
		Cell Phone Nos.:	
		Fax No.	

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**DATA REQUIRED FOR ASSESSMENT (FOR INFORMATION ONLY)**  
**(to be filled in by the Bidder)**

<b>SL No.</b>	<b>Particulars</b>	<b>Details to be furnished by the Tenderer</b>
7	Established Branch at Chennai	Address for Correspondence:  Authorized Person : Designation : E-mail IDs: Phone Nos.: Cell Phone Nos.: Fax No.
8	Established Branch at Bangalore / Hyderabad / any one branch at Northern State	Address for Correspondence:  Authorized Person : Designation : E-mail IDs: Phone Nos.: Cell Phone Nos.: Fax No.
9	Company Profile	Enclosed in Page No.....

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

(NON-JUDICIAL STAMP PAPER VALUED RS.100/- AND DULY NOTARIZED)

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

## **AFFIDAVIT**

I / We M/s. .... do hereby undertake the following:-

01. We have not been issued with Show Cause notice, presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
02. We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
03. Strike whichever is not applicable

(iii) One or more partners/directors/proprietors of us **DO HAVE a relation or relations** employed in the capacity of an Officer of BHEL, The details are given below:-

Name:	Staff No:	Designation & Department:
	(or)	

(iv) One or more partners/directors/proprietors of us **DO NOT HAVE a relation or relations** employed in the capacity of an Officer of BHEL.

Concealing the above information, & if found by BHEL, BHEL may cancel the Contract & forfeit EMD/SD forthwith.

None of our Director or Partner or Proprietor having business relationship as Director or Partner or Proprietor with any of the other Firm/Company/Bidder participated against this Tender. Also in our group of Companies, only one Company is participated in this Tender. If found so, BHEL may reject outrightly the offers submitted by us. **In this connection the total responsibility of ensuring this condition of Tender lies with us.**

We also understood that if a Director / Partner / Proprietor of the "Company-A" is happened to be the Director / Partner Proprietor of the "Company-B", then the offer submitted by both the "Company-A" & "Company-B" will be rejected.

If found so, BHEL may reject outrightly the offers submitted by us. **In this connection the total responsibility of ensuring this condition of Tender lies with us.**

04. All Scope, Terms, Conditions, annexures, technical / operational requirements of BHEL read, fully understood, accepted without any deviation and then submitted offer unconditionally.
05. In case it comes to notice of BHEL during the finalization of Tender, after placement of Contract and while executing the Contract, we found to have given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake RTA Certificates or any information prejudicial to BHEL's interest, we will be immediately suspended at any stage and our EMD, Security Deposit / Bank Guarantee will be forfeited. In addition, if this is found during finalization of Tender, our offer will be rejected outrightly and we will be barred to participate in any future Tenders of any of the BHEL units and wide circulation of this information will be put in BHEL websites, IBA websites and other means of communications and if found after placement of Contract, the Contract will be terminated and severe / appropriate action against us under the provisions of BHEL's procedure for Suspension of Business Dealings with Suppliers / Contractors.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**CHECKLIST FOR SCRUTINY ON BID OPENING**  
**(TO BE ENCLOSED TO TECHNO-COMMECIAL BID)**  
 (to be filled in by the Bidder)

SL No.	Particulars	Tick ( √ ) for confirmation of document enclosures	Page Nos. where documents are attached.
1	Affidavit		
2	Proof for Status of the Company Enclosed (Memorandum of Articles of the Company , Power of Attorney, Partnership Deed, demerger document as applicable etc. ..)		
3	Copy of RC Books along with FC, Road Permit & Insurance Copy.		
4	Financial Soundness		
4.1	Profit & Loss Account		
4.2	Income Tax proof having submitted the returns		
4.3	Copy of IBA Certificate		
5	Document proof for existence of Branch offices		
6	Integrity Pact		
7	Corrigendum if any		
8	Declaration in Letter Head		

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# **INTEGRITY PACT**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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.

**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.

BHEL

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Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

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

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

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

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

### **Section 3 - Disqualification from Tender process and exclusion from future Contracts**

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

### **Section 4 -Compensation for Damages**

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

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

### **Section 5 - Previous Transgression**

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

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

BHEL

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Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

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

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

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

## **Section 7 - Criminal Charges against violating Bidders/ Contractors /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,

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

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

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

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Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

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

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

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

**Section 9 - Pact Duration**

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

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

**Section 10 - Other Provisions**

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

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

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

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

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

.....

For & On behalf of the Principal  
(Office Seal)

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

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

Witness:.....  
(Name & Address).....

Witness:.....  
(Name & Address).....

.....  
BHEL

.....  
AA:MM:IP:R01 dtd 1.4.2010

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# ANNEXURE-VIII

TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014

# DECLARATION BY TRANSPORT CARRIER

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

## **DECLARATION**

I / We M/s. .... do hereby state as follows:-

- (1) The price bids have been put in separate sealed covers, category wise. All these individual category wise price bids have been put in a separate bigger cover and sealed.
- (2) The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and put separately in another bigger cover and sealed.
- (3) All the documents & pages have been signed by the Authorized Signatory of the Transport Carrier, as required, with official seal.
- (4) All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
- (5) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and the decision of BHEL in this regard will be final and binding on us.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# **ANNEXURE-IX**

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

**LIST OF CARRIERS HO HAVE BEEN AWARDED CONTARCT UNDER AITRC 2013-15 ORIGINAL CONTARCT AND RISK PURCHASE SNAP BID. THIS CARRIERS ARE NOT ELIBIBLE TO PARTICIPATE IN THIS OPEN TENDER FOR THE RATE SCHEDULES AWARDED TO THEM AS INDICATED BELOW**

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**LO11**

1. Economic Transport Organisation Ltd
2. PCC Logistics Ltd.
3. Mahaveera Transport Pvt Ltd
4. Western Carriers
5. Central Arya Road Transport
6. East India Transport Agency
7. Reliable Roadwings Pvt Ltd
8. Saravanan Transports
9. RCI Logistics (P) Ltd

**LO12**

1. Sri Ganapathy Transports
2. Mahaveera Transport Pvt Ltd
3. PCC Logistics Ltd.
4. Western Carriers
5. East India Transport Agency
6. Economic Transport Organisation Ltd
7. Central Arya Road Transport
8. Reliable Roadwings Pvt Ltd
9. BLR Logistiks (I) Ltd
10. RCI Logistics (P) Ltd

**LO13**

1. Sri Ganapathy Transports
2. Western Carriers
3. Economic Transport Organisation Ltd
4. PCC Logistics Ltd.
5. Mahaveera Transport Pvt Ltd
6. Central Arya Road Transport
7. East India Transport Agency
8. Reliable Roadwings Pvt Ltd
9. BLR Logistiks (I) Ltd
10. RCI Logistics (P) Ltd

**TA11**

1. Economic Transport Organisation Ltd
2. Western Carriers
3. East India Transport Agency
4. Central Arya Road Transport
5. Mahaveera Transport Pvt Ltd
6. PCC Logistics Ltd.
7. Reliable Roadwings Pvt Ltd
8. Pilania Road Carriers
9. RCI Logistics (P) Ltd

**TA12**

1. Bharatiya Roadlines Pvt Ltd
2. East India Transport Agency
3. PCC Logistics Ltd.
4. Mahaveera Transport Pvt Ltd
5. Economic Transport Organisation Ltd
6. Western Carriers
7. Reliable Roadwings Pvt Ltd
8. Central Arya Road Transport
9. BLR Logistiks (I) Ltd

10. RCI Logistics (P) Ltd

**TA13**

1. Sri Ganapathy Transports
2. East India Transport Agency
3. Economic Transport Organisation Ltd
4. Mahaveera Transport Pvt Ltd
5. PCC Logistics Ltd.
6. Western Carriers
7. Central Arya Road Transport
8. Reliable Roadwings Pvt Ltd
9. Union Roadways Limited
10. RCI Logistics (P) Ltd

**PL11**

1. Economic Transport Organisation Ltd
2. Western Carriers
3. PCC Logistics Ltd.
4. Mahaveera Transport Pvt Ltd
5. East India Transport Agency
6. Central Arya Road Transport
7. Reliable Roadwings Pvt Ltd
8. RCI Logistics (P) Ltd

**PL12**

1. Best Roadways Limited
2. Mahaveera Transport Pvt Ltd
3. Economic Transport Organisation Ltd
4. PCC Logistics Ltd.
5. East India Transport Agency
6. Western Carriers
7. Central Arya Road Transport
8. Reliable Roadwings Pvt Ltd
9. RCI Logistics (P) Ltd

**PL13**

1. Economic Transport Organisation Ltd
2. Western Carriers
3. Mahaveera Transport Pvt Ltd
4. PCC Logistics Ltd.
5. East India Transport Agency
6. Central Arya Road Transport
7. Reliable Roadwings Pvt Ltd
8. RCI Logistics (P) Ltd

**LO61**

1. Western Carriers
2. Central Arya Road Transport
3. Pilania Road Carriers

**LO62**

1. Western Carriers
2. Central Arya Road Transport
3. Pilania Road Carriers

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**LO63**

1. Western Carriers
2. Central Arya Road Transport
3. Pilania Road Carriers

**TA61**

1. TVS Logistics Services Ltd
2. Western Carriers
3. Central Arya Road Transport

**TA62**

1. Sri Ganapathy Transports
2. Western Carriers
3. Central Arya Road Transport

**TA63**

1. Union Roadways Limited
2. Western Carriers
3. Central Arya Road Transport
4. DARCL Logistics Ltd

**PL61**

1. Western Carriers
2. Central Arya Road Transport
3. PCC Logistics Ltd.

**PL62**

1. Central Arya Road Transport
2. Western Carriers
3. PCC Logistics Ltd.

**PL63**

1. Awagaman Road Carriers Ltd.
2. Western Carriers
3. Central Arya Road Transport
4. PCC Logistics Ltd.

**FF61**

1. Sri Senthil Transports
2. Sri Saravanan & Co
3. Western Carriers
4. PCC Logistics Ltd.
5. Globe Ecologistics Pvt Ltd

**FF62**

1. Sri Saravanan & Co
2. Western Carriers
3. Awagaman Road Carriers Ltd.
4. PCC Logistics Ltd.
5. Globe Ecologistics Pvt Ltd

**FF63**

1. Awagaman Road Carriers Ltd.
2. Sri Saravanan & Co
3. Western Carriers
4. PCC Logistics Ltd.
5. Globe Ecologistics Pvt Ltd

**OF61**

1. Western Carriers
2. Sri Saravanan & Co
3. PCC Logistics Ltd.
4. Globe Ecologistics Pvt Ltd

**OF62**

1. Awagaman Road Carriers Ltd.
2. Western Carriers
3. Sri Saravanan & Co
4. PCC Logistics Ltd.
5. Globe Ecologistics Pvt Ltd

**OF63**

1. Awagaman Road Carriers Ltd.
2. Western Carriers
3. Sri Saravanan & Co
4. PCC Logistics Ltd.
5. Globe Ecologistics Pvt Ltd

**PF61**

1. Sri Jagatheesan Lorry Transports
2. Sri Saravanan & Co
3. Western Carriers
4. PCC Logistics Ltd.

**PF62**

1. Sri Jagatheesan Lorry Transports
2. Sri Saravanan & Co
3. Western Carriers
4. PCC Logistics Ltd.

**PF63**

1. Sri Saravanan & Co
2. Western Carriers
3. PCC Logistics Ltd.

**SF61**

1. Sivakartheikeyan Transports (Regd.)
2. Sri Saravanan & Co
3. Namakkal South India Transports (Regd.)
4. TNSs Traylor Service

**SF62**

1. TVS Logistics Services Ltd
2. Sivakartheikeyan Transports (Regd.)
3. Sri Saravanan & Co
4. Namakkal South India Transports (Regd.)
5. TNSs Traylor Service

**SF63**

1. TVS Logistics Services Ltd
2. Sivakartheikeyan Transports (Regd.)
3. Sri Saravanan & Co
4. Namakkal South India Transports (Regd.)
5. TNSs Traylor Service

Date:

Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**OS61**

1. Sri Saravanan & Co
2. Sivakarhikeyan Transports (Regd.)
3. Globe Ecologistics Pvt Ltd
4. TNSS Trailor Service

**OS62**

1. Sri Saravanan & Co
2. Sivakarhikeyan Transports (Regd.)
3. Globe Ecologistics Pvt Ltd
4. TNSS Trailor Service

**OS63**

1. Sivakarhikeyan Transports (Regd.)
2. Sri Saravanan & Co
3. Globe Ecologistics Pvt Ltd
4. TNSS Trailor Service

**PS61**

1. Sri Saravanan & Co
2. Sivakarhikeyan Transports (Regd.)
3. Best Roadways Limited
4. TNSS Trailor Service

**PS62**

1. Sri Saravanan & Co
2. Sivakarhikeyan Transports (Regd.)
3. Sonu Carco Moveres(I) Pvt Ltd.
4. TNSS Trailor Service

**PS63**

1. Sri Jagatheesan Lorry Transports
2. Sri Saravanan & Co
3. Sivakarhikeyan Transports (Regd.)
4. Sonu Carco Moveres(I) Pvt Ltd.
5. TNSS Trailor Service

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# **ANNEXURE-X**

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

## **PRICE BID**

**TENDER NO: LOG/CCC/13-14/AITRC 13-15RPOT DT.11.01.2014**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **CONSIGNMENT CAREORIES**

<b>The Dimensions &amp; Weight limits of the consignment categories are given below. If any one of the dimension of the consignment (Length or Width or Height) or weight is not falling within a particular category of consignment, then in such case next higher category (fulfilling both the conditions of dimension / weight ) of vehicle will be engaged for transportation</b>						
SL No	Category of Vehicle	Type of Vehicle	Dimensions in "Meters"			Weight in "MTs"
			Length	Width	Height	
1	Consignment Category-2 (LO)	Heavy Commercial Vehicle (HCV) ( <b>Lorry</b> , Rigid Vehicle, Closed Body etc.,)	Up to 6.00	Up to 2.00	Up to 2.20	6.01 to 9.00
2	Consignment Category-3 (TA)	Multi Axle Goods Vehicle (Truck, <b>Taurus</b> , Rigid Vehicle, Closed Body etc.,)	6.01 to 7.00	2.01 to 2.20	Up to 2.50	9.01 to 22
3	Consignment Category-4 (FF)	HMV Articulated Vehicle ( <b>40 Feet Trailer</b> , Semi Articulated Vehicle, Open Body etc.,)	7.01 to 12.50	2.21 to 2.50	Up to 2.50	16.01 to 35
4	Consignment Category-5 (OF)	HMV Articulated Vehicle ( <b>40 Feet Trailer</b> , Semi Articulated Vehicle, Open Body etc.,)	12.51 to 15.00	2.51 to 4.00	2.51 to 3.00	16.01 to 35
5	Consignment Category-6 (SF)	HMV Articulated Vehicle ( <b>70/80 Feet Trailer</b> , Semi Articulated Vehicle, Open Body etc.,)	15.01 to 24.50	Up to 4.00	Up to 3.00	16.01 to 35
6	Consignment Category-7 (OS)	HMV Articulated Vehicle ( <b>70/80 Feet Trailer</b> , Semi Articulated Vehicle, Open Body etc.,)	15.01 to 24.50	4.01 to 6.00	3.01 to 3.50	16.01 to 35
7	Consignment Category-9 (PL)	Smalls & Part Loads (LCV/Lorry)	Up to 6.00	Up to 2.00	Up to 2.20	Up to 6
8	Consignment Category-10 (PF)	Part Loads (40 Feet Trailer)	7.01 to 15.00	Up to 4.00	Up to 3.00	Up to 16
9	Consignment Category-11 (PS)	Part Loads (70/80 Feet Trailer)	15.01 to 24.50	Up to 4.00	Up to 3.00	Up to 16

**Wherever the dimensions and weight are mentioned, the same are related to single case or single piece or single bundle / crate of a consignment unless otherwise specifically indicated.**

**More than 2 fractions to be rounded off to 2 digits**

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-2**

**SPECIAL INSTRUCTIONS**

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length** : Up to 6.00 Meters  
**Width** : Up to 2.00 Meters  
**Height** : Up to 2.20 Meters  
**Weight** : From 6.01 to 9.00 MT

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly. However the maximum freight value is restricted to the full load weight of Consignment Category-3

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : Heavy Commercial Vehicle (HCV)  
Common Name : **Lorry** / Truck  
Name as per Gazette Notification. : Rigid Vehicle

**04. Full Load Payment**

- If vehicle is loaded 8.51 to 9.00MT then the freight will be paid for the full load of 9.00MT **or RC Book passing capacity of the Vehicle whichever is less** without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 6.01 to 8.50MT then the freight will be paid for the full load of 8.50MT **or RC Book passing capacity of the Vehicle whichever is less**. In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of **AGM** of user Department of BHEL.
- Less than 6.01 MT should not be loaded / taken in this schedule, as a full load, and the same should go as a “Part Load” in the respective category.

**05. Volume Load Payment**

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies **full volume of the vehicle**. This is technically acceptable and the freight will be paid for full load of 8.5MTs **or RC Book passing capacity of the Vehicle whichever is less** irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of **Manager** of user Department of BHEL.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

06. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
09. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
10. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## “PRICE BID”

**CONSIGNMENT CATEGORY-2**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>1</b>	Transportation of Consignments from <b>BHEL Trichy</b> and Sub-Vendor Works located in and around 40Km radius from BHEL Trichy to anywhere in India & vice versa. (i) In case supporting beams, frames etc., are to be collected from inside BHEL and then consignments have to be collected from Vendor Works within 40KM, no additional charges will be paid (ii) Similarly if consignments have to be collected from different Vendor Works within 40Km radius, no additional charges will be paid. (iii) More than 40Kms radius from BHEL Trichy will be covered under Anywhere to Anywhere application.	<b>Up to 700 KMs</b>	LO11	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	LO12	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	LO13	Rs..... Rupees..... ..... only
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	LO61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	LO62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	LO63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-3**

**SPECIAL INSTRUCTIONS**

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length : 6.01 to 7.00 Meters**  
**Width : 2.01 to 2.20 Meters**  
**Height : Up to 2.50 Meters**  
**Weight : From 9.01 to 22.00 MT**

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly.

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : Multi Axle Goods Vehicle  
Common Name : **Taurus** (16 / 22MTs) / Truck  
Name as per Gazette Notification. : Rigid Vehicle

**04. Full Load Payment**

- If vehicle is loaded 15.01 to 16MT then the freight will be paid for the full load of 16.00MT **or RC Book passing capacity of the Vehicle whichever is less** without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 14.01 to 15.00MT then the freight will be paid for the full load of 15.00MT **or RC Book passing capacity of the Vehicle whichever is less**. In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of **AGM** of user Department of BHEL.
- If vehicle is loaded 9.01 to 14.00MT then the freight will be paid for the actual weight of the consignment transported on per MT per KM basis i.e. Full load will not be applicable for the weight range of 9.01 to 14MTs

**05. Volume Load Payment**

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies **full volume of the vehicle**. This is technically acceptable and the freight will be paid for full load of 15MTs **or RC Book passing capacity of the Vehicle whichever is less** irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of **Manager** of user Department of BHEL

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

06. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
09. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
10. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
11. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-3**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>1</b>	Transportation of Consignments from <b>BHEL Trichy</b> and Sub-Vendor Works located in and around 40Km radius from BHEL Trichy to anywhere in India & vice versa. (i) In case supporting beams, frames etc., are to be collected from inside BHEL and then consignments have to be collected from Vendor Works within 40KM, no additional charges will be paid (ii) Similarly if consignments have to be collected from different Vendor Works within 40Km radius, no additional charges will be paid. (iii) More than 40Kms radius from BHEL Trichy will be covered under Anywhere to Anywhere application.	<b>Up to 700 KMs</b>	TA11	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	TA12	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	TA13	Rs..... Rupees..... ..... only
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	TA61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	TA62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	TA63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-4**

**SPECIAL INSTRUCTIONS**

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length : From 7.01 to 12.50 Meter**  
**Width : From 2.21 to 2.50 Meters**  
**Height : Up to 2.50 Meters (Containers up to 3 Meters & above also covered)**  
**Weight : From 16.01 to 35.00 MT**

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly.

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : 40 Feet Trailer - High Bed  
Name as per Gazette Notification. : Semi Articulated Vehicle

**04. Full Load Payment**

- If vehicle is loaded 21.00 to 22.00MT then the freight will be paid for the full load of 22.00MT **or RC Book passing capacity of the Vehicle whichever is less** without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 16.01 to 21.00MT then the freight will be paid for the full load of 21.00MT **or RC Book passing capacity of the Vehicle whichever is less**. In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of user Department of BHEL.
- Less than 16.01 MT should not be loaded / taken in this schedule, as a full load, and the same should go as a “Part Load” in the respective category.

**05. Volume Load Payment**

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment **occupies full volume of the vehicle**. This is technically acceptable and the freight will be paid for full load of 21MTs **or RC Book passing capacity of the Vehicle whichever is less** irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of Manager of user Department of BHEL
- However volume load certification is not applicable in cases where return load with empty container, is involved

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

06. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
09. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
10. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

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**“PRICE BID”**

**CONSIGNMENT CATEGORY-4**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	FF61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	FF62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	FF63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## “PRICE BID”

### CONSIGNMENT CATEGORY-5

#### SPECIAL INSTRUCTIONS

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length** : From 12.51 to 15.00 Meter  
**Width** : From 2.51 to 4.00 Meters  
**Height** : From 2.51 to 3.00 Meters  
**Weight** : From 16.01 to 35.00 MT

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly.

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : 40 Feet Trailer (ODC) - High Bed  
Name as per Gazette Notification. : Semi Articulated Vehicle

#### 04. Full Load Payment

- If vehicle is loaded 21.00 to 22.00MT then the freight will be paid for the full load of 22.00MT or RC Book passing capacity of the Vehicle whichever is less without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 16.01 to 21.00MT then the freight will be paid for the full load of 21.00MT or RC Book passing capacity of the Vehicle whichever is less. In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of user Department of BHEL.
- Less than 16.01 MT should not be loaded / taken in this schedule, as a full load, and the same should go as a “Part Load” in the respective category.

#### 05. Volume Load Payment

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and the freight will be paid for full load of 21MTs or RC Book passing capacity of the Vehicle whichever is less irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of Manager of user Department of BHEL

06. Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc., will apply as per Special Conditions of the Contract

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
09. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly..
10. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.
11. The indicative consignment dimensions range based on past experience is furnished below to enable Carriers to understand the pattern and quote the prices accordingly.

Length		Width		Height	
Upto 12.5 Meters	82%	Upto 2.5 Meters	80%	Upto 2.0 Meters	86%
12.51 to 13.00	3%	2.51 to 3.00	11%	2.01 to 2.50	8%
13.01 to 13.50	4%	3.01 to 3.50	6%	2.51 to 3.00	6%
13.51 to 14.00	4%	3.51 to 4.00	2%	Above 3.00	0.2%
14.01 to 14.50	2%	Above 4.00	0.2%		
14.51 to 15.00	5%				

However it may be noted that BHEL cannot ensure / commit the loading pattern inline with above. The general probability is only indicated above.

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## “PRICE BID”

### CONSIGNMENT CATEGORY-5

(Rate in Rs. per MT per KM)				
Appli cation No.	Scope of Work (Application Description)	Distance Slab	Sch No.	Rate in Rs. per MT per KM.
6	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	Up to 700 KMs	OF61	Rs..... Rupees..... ..... only
		701 to 1500KMs	OF62	Rs..... Rupees..... ..... only
		Above 1500KMs	OF63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## “PRICE BID”

### CONSIGNMENT CATEGORY-6

#### SPECIAL INSTRUCTIONS

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length** : From 15.01 to 24.50 Meter  
**Width** : Up to 4.00 Meters  
**Height** : Up to 3.00 Meters  
**Weight** : From 16.01 to 35.00 MT

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly.

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : Length ODC Trailer - High Bed  
Name as per Gazette Notification. : Semi Articulated Vehicle

The bed length of the vehicle to be deployed under this schedule **shall not be less than 15.01 Meters and shall not be lesser than the consignment length i.e. overhanging of materials beyond the Trailer Bed length is not allowed under this schedule.** The bed shall be constructed rigidly throughout the length Hence, temporary joints such as bolted construction, extended Channel/Beam construction, done on a smaller bed length vehicle is not permitted.

#### **04. Full Load Payment**

- If vehicle is loaded 21.00 to 22.00MT then the freight will be paid for the full load of 22.00MT **or RC Book passing capacity of the Vehicle whichever is less** without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 16.01 to 21.00MT then the freight will be paid for the full load of 21.00MT **or RC Book passing capacity of the Vehicle whichever is less.** In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of user Department of BHEL.
- Less than 16.01 MT should not be loaded / taken in this schedule, as a full load, and the same should go as a “Part Load” in the respective category.

#### **05. Volume Load Payment**

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment **occupies full volume of the vehicle.** This is technically acceptable and the freight will be paid for full load of 21MTs **or RC Book passing capacity of the Vehicle whichever is less** irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of Manager of user Department of BHEL

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

06. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
09. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
10. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

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**“PRICE BID”**

**CONSIGNMENT CATEGORY-6**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	SF61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	SF62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	SF63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-7**

**SPECIAL INSTRUCTIONS**

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length : From 15.01 to 24.50 Meter**  
**Width : From 4.01 to 6.00 Meters**  
**Height : From 3.01 to 3.50 Meters**  
**Weight : From 16.01 to 35.00 MT**

The maximum weight mentioned above is only indicative. The consignment can be loaded up to the maximum RC Book passing Weight carrying capacity of the Vehicle mentioned below and the freight will be paid accordingly.

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : ODC Trailer  
Name as per Gazette Notification. : Semi Articulated Vehicle

The bed length of the vehicle to be deployed under this schedule **shall not be less than 15.01 Meters and shall not be lesser than the consignment length i.e. overhanging of materials beyond the Trailer Bed length is not allowed under this schedule.** The bed shall be constructed rigidly throughout the length Hence, temporary joints such as bolted construction, extended Channel/Beam construction, done on a smaller bed length vehicle is not permitted.

**04. Full Load Payment**

- If vehicle is loaded 21.00 to 22.00MT then the freight will be paid for the full load of 22.00MT **or RC Book passing capacity of the Vehicle whichever is less** without any certification.
- Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 16.01 to 21.00MT then the freight will be paid for the full load of 21.00MT **or RC Book passing capacity of the Vehicle whichever is less.** In this case Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of user Department of BHEL.
- Less than 16.01 MT should not be loaded / taken in this schedule, as a full load, and the same should go as a “Part Load” in the respective category.

**05. Volume Load Payment**

- If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment **occupies full volume of the vehicle.** This is technically acceptable and the freight will be paid for full load of 21MTs **or RC Book passing capacity of the Vehicle whichever is less** irrespective of the actual weight of the consignments loaded. In this case “Volume Load” certification has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of Manager of user Department of BHEL

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

06. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
07. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
08. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
09. Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.
10. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

**TENDER NO:LOG/CCC/12-13/AITRC 13-15 dt.17.07.2013**

**“PRICE BID”**

**CONSIGNMENT CATEGORY-7**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	OS61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	OS62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	OS63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-9**

**SMALLS & PART LOADS-Category-A**

**SPECIAL INSTRUCTIONS**

01. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length** : Up to 6.00 Meter  
**Width** : Up to 2.00 Meters  
**Height** : Up to 2.20 Meters  
**Weight** : Smalls: Up to 2 MT, Part Load from 2.01 to 6.00MT

Maximum freight charges will be restricted to the full load of consignment category 1 & 2 based on the weight range of the consignment transported.( i.e. 4MT for Consignment Category-1 & 9 MT for Consignment Category-2)

03. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : LCV/HCV (Mini-Van / Tempo Van / Mini Truck /Lorry)  
Common Name : Mini-Van / Tempo Van / Mini Truck / Lorry  
Name as per Gazette Notification. : Rigid Vehicle

04. Single G.C / LWB weight up to 2000Kg is classified as “Smalls” and above 2000Kg to 6000KG is classified as **Part Loads**.
- 05.** For Smalls Category:- Minimum Chargeable Weight per GC / LWB: If weight of the consignments transported happened to be less than **100Kgs**, freight charges will be regulated & paid for **100Kgs** . Rate per Kg will be arrived by rate per MT divided by 1000.
- 01.** **The Transporter shall collect and effect delivery at the consignor's and consignee's place as the case may be. The freight charges shall be quoted inclusive of door collection / door delivery charges and BHEL will not pay any additional amount in this regard.**
06. For Smalls Category:- Rate per Kg will be arrived by rate per MT divided by 1000. For more than 100Kg s Freight will be paid for the actual tonnage transported as per the above rate per Kg calculation
07. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
08. In the same day of more than one demand is given from two or more end-users, to the same or different destinations, the Carrier can place a single vehicle of suitable capacity to accommodate all the demands, and lift the materials.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

09. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
10. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
11. Smalls consignments shall be charged on the basis of **1 cubic meter = 375 Kgs. for volumetric load.** In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.
12. Part Load consignment booked on the same day, if it is combined in one vehicle & sent to same destination from one source , freight charges will not be claimed as “Part load” and it should be claimed as per Full Load (i.e. as per applicable Rate Schedule of Consignment Category-2). In case it is found that it is combined and claimed as Part Load, it will be viewed seriously and action will be taken by BHEL appropriately including blacklisting.
13. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”****CONSIGNMENT CATEGORY-9**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>1</b>	Transportation of Consignments from <b>BHEL Trichy</b> and Sub-Vendor Works located in and around 40Km radius from BHEL Trichy to anywhere in India & vice versa. (i) In case supporting beams, frames etc., are to be collected from inside BHEL and then consignments have to be collected from Vendor Works within 40KM, no additional charges will be paid (ii) Similarly if consignments have to be collected from different Vendor Works within 40Km radius, no additional charges will be paid. (iii) More than 40Kms radius from BHEL Trichy will be covered under Anywhere to Anywhere application.	<b>Up to 700 KMs</b>	PL11	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	PL12	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	PL13	Rs..... Rupees..... ..... only
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	PL61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	PL62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	PL63	Rs..... Rupees..... ..... only

Date:  
Place:Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-10**

**PART LOADS-Category-B**

**SPECIAL INSTRUCTIONS**

01. Single G.C / LWB weight lesser than 16MT is classified as **Part Loads**.
02. Rates shall be quoted on “**Rate per MT per KM**” Basis.
03. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-

**Length : From 7.01 to 15.00 Meter**  
**Width : Up to 4.00 Meters**  
**Height : Up to 3.00 Meters**  
**Weight : Up to 16.00MT**

04. The type of vehicle to be placed for this Consignment Category is given below:-

Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : **40 Feet Trailer - High Bed**  
Name as per Gazette Notification. : Semi Articulated Vehicle  
Appearance : Open Body

05. Minimum Chargeable Weight per Vehicle. If weight of the consignments transported happened to be less than **Three Metric Ton per vehicle**, freight charges will be regulated & paid for **Three Metric Ton**.
02. **The Transporter shall collect and effect delivery at the consignor's and consignee's place as the case may be. The freight charges shall be quoted inclusive of e door collection / door delivery charges and BHEL will not pay any additional amount in this regard.**
06. **The consignments booked as Part Load must be door collected / door delivered wherever applicable without any additional cost. Hence for Part loads, the rates shall be quoted inclusive of door collection & door delivery charges**
07. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc., will apply as per Special Conditions of the Contract**
08. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.
09. In the same day of more than one demand is given from two or more end-users, to the same or different destinations, the Carrier can place a single vehicle of suitable capacity to accommodate all the demands, and lift the materials.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

10. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
11. Part Load consignments shall be charged on the basis of **1 cubic meter = 375 Kgs. for volumetric load**. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.
12. Part Load consignment booked on the same day, if it is combined in one vehicle & sent to same destination from one source , freight charges will not be claimed as “Part load” and it should be claimed as per Full Load (i.e. as per applicable Rate Schedule of Consignment Category-4 or 5). In case it is found that it is combined and claimed as Part Load, it will be viewed seriously and action will be taken by BHEL appropriately including blacklisting.
13. Maximum freight charges rate will be restricted to the full load of consignment category 4 & 5 based on the weight range of the consignment transported
14. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

**TENDER NO:LOG/CCC/12-13/AITRC 13-15 dt.17.07.2013**

## “PRICE BID”

### CONSIGNMENT CATEGORY-10

(Rate in Rs. per MT per KM)				
Appli cation No.	Scope of Work (Application Description)	Distance Slab	Sch No.	Rate in Rs. per MT per KM.
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	PF61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	PF62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	PF63	Rs..... Rupees..... ..... only

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**“PRICE BID”**

**CONSIGNMENT CATEGORY-11**

**PART LOADS-Category-C**

**SPECIAL INSTRUCTIONS**

01. Single G.C / LWB weight lesser than 16MT is classified as Part Loads. Rates shall be quoted on “Rate per MT per KM” Basis.
02. The dimension & weight range of the consignments covered under this Consignment Category is given below. The rates shall be quoted for this dimensions & weight ranges.-  
  
**Length : From 15.01 to 24.50 Meter**  
**Width : Up to 4.00 Meters**  
**Height : Up to 3.00 Meters**  
**Weight : Up to 16.00MT**
03. The type of vehicle to be placed for this Consignment Category is given below:-  
  
Technical Name as per RC : HMV Articulated Vehicle / HTV / HMV Goods Carrier  
Common Name : Length ODC Trailer - High Bed  
Name as per Gazette Notification. : Semi Articulated Vehicle
04. The bed length of the vehicle to be deployed under this schedule **shall not be less than 15.01 Meters and shall not be lesser than the consignment length i.e. overhanging of materials beyond the Trailer Bed length is not allowed under this schedule.** The bed shall be constructed rigidly throughout the length Hence, temporary joints such as bolted construction, extended Channel/Beam construction, done on a smaller bed length vehicle is not permitted.
05. Minimum Chargeable Weight per vehicle:- If weight of the consignments transported happened to be less than **Three Metric Ton per vehicle**, freight charges will be regulated & paid for **Three Metric Ton**.
06. **The Transporter shall collect and effect delivery at the consignor's and consignee's place as the case may be. The freight charges shall be quoted inclusive of e door collection / door delivery charges and BHEL will not pay any additional amount in this regard.**
07. **The consignments booked as Part Load must be door collected / door delivered wherever applicable without any additional cost. Hence for Part loads, the rates shall be quoted inclusive of door collection & door delivery charges**
08. **Detention Charges, Penalty Charges, Storage Charges, Diesel Price Variation Clause etc., will apply as per Special Conditions of the Contract**
09. In the same day of more than one demand is given from two or more end-users, to the same or different destinations, the Carrier can place a single vehicle of suitable capacity to accommodate all the demands, and lift the materials.
10. The Bidders have to quote for all the Applications & distance slabs of this Consignment Category in full. Partial quoting will not be acceptable and thus the rates quoted for this consignment Category will be totally rejected.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

11. In the first distance slab of “up to 700 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
12. Part Load consignments shall be charged on the basis of **1 cubic meter = 375 Kgs. for volumetric load**. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.
13. Part Load consignment booked on the same day, if it is combined in one vehicle & sent to same destination from one source , freight charges will not be claimed as “Part load” and it should be claimed as per Full Load (i.e. as per applicable Rate Schedule of Consignment Category-6 or 7). In case it is found that it is combined and claimed as Part Load, it will be viewed seriously and action will be taken by BHEL appropriately including blacklisting.
14. Maximum freight charges rate will be restricted to the full load of consignment category 6 & 7 based on the weight range of the consignment transported
15. In case of freight payment made by Customer / Consignee, an additional 15% on the basic freight of the consignment would be payable over and above the normal schedule basic freight in all Consignment categories. The certification in this regard in the respective bills will be done by Logistics/Operations.

**TENDER NO:LOG/CCC/12-13/AITRC 13-15 dt.17.07.2013**

**“PRICE BID”**

**CONSIGNMENT CATEGORY-11**

<b>(Rate in Rs. per MT per KM)</b>				
<b>Appli cation No.</b>	<b>Scope of Work (Application Description)</b>	<b>Distance Slab</b>	<b>Sch No.</b>	<b>Rate in Rs. per MT per KM.</b>
<b>6</b>	Transportation of consignments such as Sub-Delivery materials, Refractory Materials, Insulation materials (except wool items), Valves, Roof Sheets / Metapoly Sheets / Galvolume Sheets, Floor Grills and allied materials Raw Materials including Aluminium Sheets, Coils, Plates, Fabricated Goods & any other consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules.	<b>Up to 700 KMs</b>	PS61	Rs..... Rupees..... ..... only
		<b>701 to 1500KMs</b>	PS62	Rs..... Rupees..... ..... only
		<b>Above 1500KMs</b>	PS63	Rs..... Rupees..... ..... only

**Carriers to note (Applicable for all the Rate Schedules)**

The format for RTGS payment transactions, format for application of allocation of Vendor Code, Bill submission format - Outbound, Inbound & DTS are attached. Carriers who are awarded with AITRC 2013-15 Contracts have to necessarily submit the details in the respective formats only for speedy processing. Any changes / modifications in these formats will be communicated to the Carriers as and when the necessity arises.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# RTGS FORMAT

To

THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

## ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor																					
02	VENDOR CODE assigned by BHEL																					
	Details of Bank Account:																					
03	NAME & ADDRESS OF THE BANK																					
04	NAME OF THE BRANCH																					
05	BRANCH CODE																					
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
07	ACCOUNT NUMBER																					
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																				
09	BENEFICIERY'S NAME																					
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
11	EMAIL ID																					
12	TELEPHONE/MOBILE NO.																					

### **CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

### **BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE :

Signature Under Bank stamp and Name Seal

With Membership No., Telephone / Mobile No

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)


Date:

Signature of the Tenderer with seal

Place:

(Authorized Signatory)

**FORMAT FOR APPLICATION OF ALLOCATION OF VENDOR CODE (INCASE OF NEW CARRIER)**

 <b>429 - 030/D</b>	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>TIRUCHIRAPPALLI - 620 014</b> <b>PURCHASE</b> <b>REQUEST FOR ENLISTMENT OF VENDORS</b> <b>( MFG / FB / VALVES / SB / FBC &amp; HRSG, MISC )</b>	<b>FORM - B</b>
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Ref: CCC:Logistics:

Date:

Sub : REQUEST FOR REGISTRATION OF NEW VENDOR / CHANGE OF ADDRESS /  
ADDL. OFFICE. (EFFECTIVE FROM 28.01.2010)

SYSTEM UPDATION		STATUS		ITEMS		
NEW CODE ADDITION	<input type="checkbox"/>	TRADER/ AGENT	<input type="checkbox"/>	RAW MATERIAL	<input type="checkbox"/>	
<b>CHANGE OF NAME / ADDRESS</b>	<input type="checkbox"/>	MANUFACTURE R	<input type="checkbox"/>	SUB-DELEVERIES	<input type="checkbox"/>	
ADDITIONAL OFFICE	<input type="checkbox"/>	TRIAL ORDER	<input type="checkbox"/>	PSS	<input type="checkbox"/>	
CHANGE/ ADDITION OF AGENT	<input type="checkbox"/>	TRIAL ENQUIRY	<input type="checkbox"/>	CP&SP	<input type="checkbox"/>	
					R&D	<input type="checkbox"/>
ITEM CATEGORY	CRITICAL	NON-CRITICAL		MISC(* )	<input type="checkbox"/>	
	Yes.					
ITEM DESCRIPTION:			CST No.			
			LST No.			
VENDOR NAME :			☎ :			
Address:			Mobile:			
			Fax No.			
			E mail id :			
PINCODE:			PAN No.			
STATE :			CURRENCY			

VENDOR CODE

INDIAN AGENT'S  
ADDRESS ( FOREIGN SUPPLIER)

VENDOR CODE

EXECUTIVE / PURCHASE  
APPROVED BY SDC

HEAD / PURCHASE

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## FORMAT FOR SUBMISSION OF BILL – OUTBOUND

Carrier's Logo	Phone : 0000000000      Cell : 0000000000		To      The AGM / Logistics <b>M/s.Bharat Heavy Electricals Limited</b> Tiruchirappalli - 620014		Contract No.			
	<b>CARRIER'S NAME</b> Address E-mail:				Demand No.			
					<b>Shipment No.</b>	Bill No.		
<b>PAN No.</b>				Shipcost No.	Bill Date			
<b>Service Tax No.</b>				Control No.	Submitted Date			
Cust Nos.	GC Nos.	Weight in Kgs.	From	Freight charges				
			To					
			Distance in Kms	Additional freight charges				
			Rate / Km Or Slab					
			BHEL in Date	Detention at loading point				
			GC Date					
			Gate pass No. / Date	Detention at unloading point				
			BHEL out Date					
			Site In Date	Other additional charges if any				
			Site Ack.Date					
			Vehicle No.	<b>Total earnings Amount (A)</b>				
			L x B x H in Meters	Non placement of vehicles				
			Logistics Dept. passed by:		Delay Penalty                      %			
			Accounts Dept.passed by:		Shortage / Damage Recovery			
					Non fixing or information of GPS 2%			
					Transshipment Penalty 10%			
					Other recovery if any			
					<b>Total deductions Amount (B)</b>			
			Certified that we have not availed Cenvat Credit of Duty Paid on Inputs or Capital Goods and we have not availed the Benefit of Notification Number 12/2003 ST. Dt.20-06-2003 Authorized Signatory		<b>Gross Amount (A - B)</b>			
					Rounded off      + or -		0	
					<b>Net Amount Payable</b>			
					Rs.		.....only.	
<b>TOTAL</b>			<b>For XXXXX LOGISTICS LTD</b>					

E.& O.E.

Prepared by :

Checked by :

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**FORMAT FOR SUBMISSION OF BILL – INBOUND & DTS**

Carrier Address			Dy General Manager, Logistics/ccc BHEL/Trichy.14			Vendor Code:	
						Bill No. & Date:	
						Contract No. Consign. Catgy:	
<b>Pan No.</b>		<b>Service Tax.No.</b>					
Cust.No.	GC./LWB No.	Date	From	To	Distance Kms	Amount Rs.	
Delivery Date		Weight	Rate Schedule	Rate Rs.	Details	Amount Rs.	
					Detention Charges if any		
Vehicle No.		Consignment Dimension			Octroi charges if any		
					Storage Charges if any		
Shipment No.		Certified that we have not availed Cenvat Credit of Duty Paid on Inputs or Capital Goods and we have not availed the Benefit of Notification Number 12/2003 ST Dt.20.06.2003.  Authorised Signatory			Other charges if any		
Shipcost No.					<b>Total Rs.</b>		
Detention/Retention charges					<b>Less :Delay Penalty</b>		
Vehicle in date					<b>Transshipment Penalty</b>		
Vehicle out date					<b>Shortage/Damage Recovery</b>		
No. of days		<b>Other Recovery</b>					
		<b>Net amount payable</b>					
(Rupees.....only)							
E.& O.E.				For M/s.			
Prepared By			Checked By			Branch Manager	

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)