



NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/12-13/09-B

DATE: 30.01.2013

SUB: TENDER DOCUMENT (TWO PART BID)

Sealed bids are invited in two bids, for award of contract for the transportation of 3 Nos, 41 MVA Generator transformers have to be transported on the following route:-

- 2 Nos. from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- 1 No. from Baijnath (HP) to BHEL, Jhansi

For detailed scope of work, Clause G-1 of tender document may pleased be referred.

1. This documents shall be referred CDC/T/12-13/09-B dt 30.01.2013” and it consists of the following documents

<u>Sr</u>	<u>Documents</u>	<u>Pages</u>
1	Covering letter	1
2	Tender document	14
3	Annexures A-F of Tender document	6
4	Annexure – I (Loss Prevention Survey Reports)	20
5	Price Bid Format	1

2. The bid is to be submitted in two parts as under:

- o **PART-I –TECHNICAL-COMMERCIAL BID** should contain all the documents mentioned at Clause G-7 of the tender document including Earnest money and other annexures required for Techno-Commercial acceptance as defined in Terms and Conditions.
 - o **PART II - PRICE BID** should contain **One Sealed Envelope**. Sealed envelope should contain PRICE BID and should be super scribed with “Part II Price Bid”, Tender No. “CDC/T/12-13/09-B” and due date of opening only.
3. **EARNEST MONEY** of Rs. 60,000/- (Rs. Sixty Thousand Only) is to be deposited in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi(UP) (Branch Code 3807) in favor of “BHEL Jhansi).
 4. **COST OF TENDER DOCUMENT:** Rs 500/- including VAT (Payable through a Separate Demand Draft in favour of “BHEL, Jhansi” along with technical bid, in case the documents downloaded from website)
 5. Last date of receipt of the Tender : **05-Mar-2013 on 13.15 hours or before**
 6. Date of opening of Techno Commercial Bid : **05-Mar-2013 on 14.00 hours**

Sr.DGM (CDC)
BHEL Jhansi



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi PIN 284129

Central Dispatch Cell

TENDER DOCUMENT No.
CDC/T/12-13/09-B
Date: 30.1.2013

TRANSPORTION of 3 Nos POWER TRANSFORMER

- 2 Nos. from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III.
- 1 No. from Baijnath (HP) to BHEL, Jhansi

“Terms and Conditions”



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- 3 Nos, 41 MVA Generator transformers have to be transported on the following route:-
- 2 Nos. from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
 - 1 No. from Baijnath (HP) to BHEL, Jhansi

For safe delivery of consignment, we had conducted Route Feasibility Survey through consultant / surveyors. Copy of Loss Prevention Survey report is enclosed at Annexure-I. Transporters are supposed to ensure compliance of the instruction / suggestions / precautions given the Survey Report. The Surveyor or the Insurance Company will also supervise the transportation of these transformers & will ensure compliance of the instruction / suggestions / precautions given the Survey Report.

In case of any query regarding the recommendation of Survey Report, transporters may be called for discussion with Surveyor.

G-1) **SCOPE OF WORK**

1.1. The scope of work shall be:

Transportation of 3 Nos, 41 MVA transformers by suitable vehicle on the following route:-

- Transportation of TWO transformers from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III
- Transportation of ONE transformer from Baijnath (HP) to BHEL, Jhansi

The detail of consignment is as following:

- (i) Weight of each transformer : 42 MT
- (ii) Size : 5200 x 2450 x 3600 mm (L x W x H)

- 1.2. Loading & Unloading shall be in the scope of BHEL for two transformers to be transported from BHEL Jhansi to Project Site of M/s HPSEB UHL Stage III. Lashing / Packing would be done as recommended by the surveyor.
- 1.3. Loading of one transformer at Baijnath shall be in the scope of transporter.
- 1.4. Transporter to strictly follow the instruction / suggestions / precautions given the Survey Report (Annexure-I)
- 1.5. Repair of road, strengthening of bridges, leveling of curves, bend widening etc shall also be in the scope of transporter.

G-2) **EXTRA CHARGES:-**

- 2.1. No extra charges shall be paid for ODC, detention, loading; hill area etc .

G-3) **TRANS-SHIPMENT**

- 3.1. Trans-shipment is allowed & transporter is allowed to use appropriate vehicle suitable for given road condition. In case of trans-shipment, the entire responsibility of safety of goods shall be at risk and cost of transporter. No additional charges shall be paid for loading/unloading during transshipment.



G-4) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:

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

G-5) LIST OF ANNEXURE ENCLOSED WITH TERMS AND CONDITIONS

Sr.	Annexure No.	Description/Title
1	G-A	Check List for Offer Evaluation
2	G-B	Company Profile
3	G-C	Statement of Evaluation
4	G-D	Bankers Certificate
5	G-E	Self Certificate Affidavit cum Agreement
6	G-F	RTO Authentication of vehicle

G-6) ELIGIBILITY CRITERIA

The bidder shall ensure to comply with the following qualifying CRITERIA TO BE ELIGIBLE FOR THE CONTRACT

- 6.1. IBA (Indian Banker's Association) recommendation Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, contract will be cancelled.
- 6.2. **MINIMUM ANNUAL TURNOVER**

Annual Turnover (business from transportation work) for last 3 years i.e. 2009-10, 2010-11 and 2011-12 should be minimum Rs. 400 lakhs. Copy of Audited Annual Account/ Balance sheet and Trading/Profit and loss Accounts for all the three financial years should be submitted with the offer.



6.3. **RELEVANT EXPERIENCE :-**

Bidder should have experience of delivering THREE or more similar consignment of 42 MT or more to Hilly areas (destinations beyond Jammu in Jammu & Kashmir, Rishikesh in Uttaranchal, Siliguri in North East state and Sundernagar in Himachal Pradesh. Documentary proof (Contract copy & Execution Certificate) should be enclosed along with the bid.

6.4. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:

- a. From concerned BHEL units (*if in business during last 5 years*) certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
- b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
- c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.

G-7) **STATUTORY DOCUMENTS**

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

- a. Authorised Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorised/empowered to act on behalf for the specific purpose.
- b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
- c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
- d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
- e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
- f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.



G-8) **SUBMISSION OF SEALED TENDERS:**

8.1. Sealed bids are invited & bid is to be submitted in two parts as under:

- a) Part-I -Technical Commercial Bid
- b) Part II - Price Bid

8.2. **PART-I -TECHNICAL COMMERCIAL BID –**

Following annexure and documents signed and sealed on each and every page as token of acceptance are to be submitted for Techno-Commercial acceptance

- a) Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A)
- b) Earnest Money of Rs. 60,000 (Rs. Sixty thousand only) is to be deposited in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi (UP) (Branch Code 3807) in favor of “BHEL Jhansi).
- c) Receipt of Cost of Tender
- d) Company Profile of Bidder (Annexure G-B)
- e) Statement of Evaluation (Annexure G-C)
- f) Bankers’ Certificate (Annexure G-D)
- g) Copy of Income Tax return for three previous financial years.
- h) Self Certificate Cum Affidavit on non-judicial stamp paper worth Rs.100/- (Annexure G-E)
- i) Declaration on Rs.100/- non-judiciary stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc(refer Eligibility Criteria” in Terms and Conditions)
- j) IBA Approval/ valid IBA Certificate on Bank Letter Head.
- k) RTO Authentication of registration of relevant vehicle (Annexure G-F)
- l) Copy of tender document signed and stamped on each and every page as a token of acceptance.
- m) Blank price bid (Price bid in prescribed format dully signed and stamped but without price) duly signed and stamped.
- n) Documents supporting relevant experience for similar work (Contract copy & Execution Certificate)

8.3. **PART II - PRICE BID** should contain One Sealed Envelope. Sealed envelope should contain PRICE BID should be super-scribed with “Part II Price Bid”, “Tender No. CDC/T/11-12/09-B” and “Due date of opening” only.

8.4. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Sr.DGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/11-12/09-B and “Due Date of opening ” and addressed to :

Sr.DGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284129 (UP)



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- 8.5. Bid is to be sent under Registered Post / Speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before 13:15 Hrs, Due Date in tender box.
 - 8.6. Bid can also be accepted (Personally dropped in the Tender Box) up-to 13:15 Hrs on the due date. The sealed common envelope and first sealed envelope containing "Part I-Technical Bid" will be opened on the same day at 14.00 Hrs in the presence of bidder's parties who wish to be present on the occasion.
 - 8.7. Quotations received after DUE DATE and TIME will be treated as LATE and may NOT be considered.
 - 8.8. "Part II- Price Bid" of technically acceptable bidders will be opened at later date which shall be intimated to the bidders. Part II bids of bidders whose Part I are not technically accepted shall not be opened.
 - 8.9. Date for opening of "Part II- Price Bid" shall be intimated to the bidders after scrutinizing technical bids.
 - 8.10. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
 - 8.11. Any clarifications on the Tender document can be sought from the under signed till seven days before opening date of Bid between 9 AM to 4 PM. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
 - 8.12. Any request for change of opening date of tender shall not be entertained.
 - 8.13. **EARNEST MONEY DEPOSIT (EMD)**
 - 8.14. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "Bharat Heavy Electricals Limited, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
 - 8.15. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders within a reasonable time after the award of the contract. For successful Bidders, the same will be converted and adjusted against Performance Security Deposit.
 - 8.16. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
 - 8.17. Earnest Money Deposit (EMD) shall not carry any interest.
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G-9) OFFER VALIDITY:

- 9.1. Tenders should remain valid for acceptance for a minimum period of 45 days from the date of bid opening.

G-10) BHEL RESERVES THE RIGHT TO: -

- 10.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 10.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 10.3. Evaluate the bids as per BHEL norms by the 'Tender Finalisation Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 10.4. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 10.5. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.

G-11) BID EVALUATION CRITERIA:

- 11.1. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for price bid (Part-2).
- 11.2. Each of the price bids will be evaluated on Grand Total in Price bid format. Grand Total so arrived shall be compared amongst bidders and graded L1, L2, L3, and so on, L1 being lowest.

G-12) CONTRACT AGREEMENT:

- 12.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 10 days from award of contract, on non-judicial stamp paper of requisite amount.
- 12.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.



G-13) PERFORMANCE SECURITY DEPOSIT (PSD)

- 13.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

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

- 13.2. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-
- Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
 - Local Cheque of scheduled banks, subject to realization.
 - Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
 - Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
 - The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
 - All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
 - The Performance Security Deposit shall not carry any interest.

(Note: - Acceptance of Security deposit against SI No (c) & (e) above will be subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the document or in any other matter connected therewith.)



13.3. **STAMP DUTY ON SECURITY DEPOSIT**

Stamp duty applicable in UP as per Indian Stamp Act 1899 is as follows:-

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

13.4. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.

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

14.1. The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

14.2. The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.

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

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

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



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- c) To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
 - d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
 - e) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
 - f) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

G-16) SAFETY OF CONSIGNMENT:

- 16.1. 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.
- 16.2. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 16.3. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 16.4. 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.
- 16.5. Transporter shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 16.6. 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.

G-17) INDEMNITY:

- 17.1. 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.



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- 17.2. 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.
- 17.3. The transporters approved and operating under the transportation this contract shall further indemnify BHEL against:-
- Observance of Labour & Industrial Laws.
 - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - Documentary compliance relating to freight billing.
 - Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-18) DESPATCH DOCUMENTS:

- 18.1. While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note / Challan, (DAN)
 - Excise Invoice
 - Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - Consignee Copy of LR for door delivery,
 - SMIV/PMIV/Excise Gate Pass, wherever applicable.
 - Instructions for Unloading (If not mentioned in DAN)
- 18.2. The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 18.3. All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

G-19) TRANSIT INSURANCE:

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

- 19.3. 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.
- 19.4. 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.

G-20) VEHICLE MOVEMENT REPORTING:

- 20.1. The transporters shall be bound to report movement progresses of the consignments through electronic communication systems such as Fax, Mobile, Phone, FAX, e-mail, web based monitoring system or any other mode.
- 20.2. For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to CDC/BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to Sr.DGM (CDC) and product Commercial group without fail.

G-21) DETENTION, DEMURRAGE, WHARFAGE & STORAGE:

- 21.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.
- 21.2. However, godown/storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorised en-rota intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorised representative(s), at the rate to be approved by BHEL.

G-22) DELIVERY & ACKNOWLEDGEMENT:

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



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- 22.2. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 22.3. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) if required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 22.4. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 22.5. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 22.6. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 22.7. In case of accident freight charges from loading point to accident place, reloading charges and freight charges form accident place to pickup point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/ Customer's insurance claim is settled.

G-23) PENALTY FOR DELAY IN PICK-UP / DELIVERY

- 23.1. The vehicle should be placed within 7 days of awarding (excluding date of Award). The consignment should be delivered to the destination within 4 weeks after pick-up.
- 23.2. In case of delay in pick-up, penalty @ Rs 1000 per day of delay after stipulated period shall be imposed limited to 10% of freight bill of the demanded consignment.
- 23.3. In case of delay in Delivery, a penalty @ 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied. Transit delay penalty shall not be charged if the delivery is delayed because of Force Majeure reasons mentioned at Clause 23.4
- 23.4. **Force Majeure:** The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.



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

G-24) **ARBITRATION:**

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

G-25) **JURISDICTION:**

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

G-29) **CONTACT PERSON**

In case of any query please contact

Sh S.Zaman, Mgr (CDC) at 09415113470, 05102412424, shams@bheljhs.co.in

OR

Sh Alok Bhadkamkar, Sr.DGM (CDC), at 09453001016, 05102412675, alok@bheljhs.co.in



PRICE BID

(Against Tender enquiry No. CDC/T/12-13/09-B Date: 30.01.13)

Our best offer against your tender enquiry No. CDC/T/12-13/09-B Date: 30.01.13 for

“Transportation of the 3 Nos transformers, 42MT each, (5200 x 2450 x 3600 mm (L x W x H) for the following 2 routes:-

- a) BHEL Jhansi to Project site of M/s HPSEB UHL Stage III (H.P) – 2 Nos.
- b) Baijnath (HP) to Project site of BHEL, Jhansi – 1 No.

is as under :-

Sl. No	Particulars	Amount in Rs. (All Inclusive)
a)	Cost of Transportation of ONE transformer from Baijnath (HP) to BHEL, Jhansi	Rs.
	Other Expenses if any (Like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc)	Rs.
	Sub Total of (a)	Rs.....
b)	Cost of Transportation of TWO transformers from BHEL Jhansi to Project site of M/s HPSEB UHL Stage III (H.P)	Rs.
	Other Expenses if any (Like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc)	Rs.....
	Sub Total of (b)	Rs.....
GRAND TOTAL OF (a) & (b)		Rs.....
GRAND TOTAL OF (a) & (b) (in words) Rs.		
.....		
.....		

- Other expenses like Cost of Repair of road, strengthening of bridges, leveling of curves, bend widening etc shall be paid after verification by BHEL & Surveyor.
- Service Tax extra as applicable (All other taxes & duties to be included in ‘All Inclusive’ prices.)
- The offer is valid for 4 months from the Tender opening date.

Signature and Seal of Bidder