



# Bharat Heavy Electricals Limited

Tender No. : BHEL/CSU/TPT/08

Date: -15/12/2008

## TENDER NOTICE

Sealed Tenders are invited in two part bid system, for the following transportation work from reputed/experienced transporters on the date and conditions mentioned below:-

**1. Name of Work :**

Transportation of Stampings packed in wooden case, rolls of steel sheets and other items from BHEL, Centralised Stamping Unit, Jagdishpur Industrial Area, Dist. Sultanpur (UP) 227 817 (on NH-56) to BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & any where in India and back to Jagdishpur from any where in India.

Scope of work is given in annexure 1.

2. **Duration** : The contract shall be valid up to 30/9/ 2009
3. **Earnest Money** : Rs 40,000./- (Rupees Forty thousand only)
4. **Security Deposit**: Rs.100,000(Rs One Lakh) +7.5% of the total order value exceeding Rs.10,00000/-
5. **Tender document**:- The Tender document can be downloaded from BHEL website [www.bhel.com](http://www.bhel.com)
6. **Technical & Commercial bid shall be opened on** : - 06/01/ 2008 (15.00 hrs)
7. **Acceptance of Tender** : Before the opening time in the Tender Box kept in the office of Addl. General Manger (PPX).CSU BHEL, Jagdishpur Industrial Area, Dist. Sultanpur- PIN-227817 UP.

Tender document includes:-

- Scope of work - ANNEXURE -1
- General conditions - ANNEXURE -2
- Price Bid - ANNEXURE -3
- Proposed agreement - ANNEXURE -4
- Reverse Auction - ANNEXURE -5

is enclosed.

V. K. Minocha  
Additional. General Manager (PPX)  
Bharat Heavy Electricals Limited,  
CSU, Jagdishpur.

Centralized Stamping Unit & Fabrication Plant, Jagdishpur Industrial Area, Distt. Sultanpur (UP) 227 817, INDIA

Tel.: + + 91 5361 27 1376; FAX: 27 0057; e-mail: [rksharma@bhel.co.in](mailto:rksharma@bhel.co.in); web site: [www.bhel.com](http://www.bhel.com)

Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



# Bharat Heavy Electricals Limited

## ANNEXURE-1

### Scope of work:-

1. Stampings packed in wooden cases-
  - Length- up to 1500mm
  - Width- up to 1500mm
  - Height- up to 1000mm
  - Weight-2000 to 5000Kg.
  
2. Rolls of steel sheets-
  - Diameter- up to 1000mm
  - Height- up to 1000mm
  
3. Tools & Miscellaneous items of size with in the dimensions of the normal truck.

Above consignments will be transported from BHEL, Centralised Stamping Unit, Jagdishpur Industrial Area, Dist. Sultanpur (UP) 227 817 (on NH-56) to BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & any where in India and back to Jagdishpur from any where in India.



**Bharat Heavy Electricals Limited**

**ANNEXURE-2**

**TERMS & CONDITIONS  
FOR  
ALL INDIA ROAD TRANSPORTATION  
OF CONSIGNMENTS BY  
TRUCKS**



**Centralised Stamping Unit  
Bharat Heavy Electricals Limited  
Jagdishpur**

**Document No. BHEL/CSU/TPT/08**

**Date: 15/12/2008**



**No. BHEL/CSU/TPT/08**

**TRANSPORT THE CONSIGNMENTS**

Centralized Stamping Unit & Fabrication Plant, Jagdishpur Industrial Area, Distt. Sultanpur (UP) 227 817, INDIA

Tel.: ++91 5361 27 1376; FAX: 27 0057; e-mail: [rksharma@bhel.co.in](mailto:rksharma@bhel.co.in); web site: [www.bhel.com](http://www.bhel.com)

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# Bharat Heavy Electricals Limited

## General

1. Offer should be accompanied with Earnest Money Deposit in the shape of Demand Draft drawn in favour of Bharat Heavy Electricals Limited payable at State Bank of India, Jagdishpur Industrial Area, Distt - Sultanpur (UP). EMD shall be forfeited, if the tenderer withdraws his offer during the validity period or fails to sign the contract agreement, after award of the contract.
2. Successful bidders will have to deposit Security Money within seven days after award of LOI or contract which ever is earlier with the company for the due fulfillment of terms and conditions of Rs.100000/-(Rs one Lakh) +7.5% of the total order value exceeding Rs. 10,00,000/-. The security deposit will not carry any interest. It will be released within thirty days of satisfactory completion of contract.
3. Tender will be opened in the office of Addl. General Manager PPX, CSU, BHEL, Jagdishpur, on the above specified date and time in the presence of those who may like to be present.
4. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of BHEL shall be final.
5. BHEL reserves the right to finalize the tender through Reverse Auction process. For details please see the Annexure 5
6. While submitting the bids, it will be ensured by the bidders that:-
  - 6.1 Techno/ Commercial Bid is kept in envelope No.1.-Super scribe this envelope as-Tender Enquiry no. BHEL/CSU/TPT/08 Date – 15 Dec, 2008 - Techno/ Commercial Bid.
  - 6.2 Price bid is kept in envelope No.2- Super scribe this envelope as-Tender Enquiry no BHEL/CSU/TPT/08 Date – 15 Dec, 2008 - Price bid
  - 6.3 Envelope no.1 & no.2 are kept in a bigger envelope no.3
  - 6.4 All the papers (including the envelopes) should be signed & rubber stamped by the bidder
7. All entries in the tender shall be typed or ink written. Any overwriting may render such tender to summary rejection..
8. The tenderer shall furnish following, duly enclosing documents relating thereto.
  - i. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
  - ii. Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.

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- iii. **In case of an Individual**, full name, address, place & nature of business and license relating to.
- iv. **In case of Partnership Firms**: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- v. BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.
9. The tender should remain valid for acceptance for a minimum period of 30 days from the date of bid opening.
10. BHEL Reserves the right to: -
  - 10.1 Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
  - 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 Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
  - 10.5 Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
  - 10.6 Have parallel contract at the same rate or different rates with any number of transporters for any destination.
  - 10.7 Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
  - 10.8 Approve such number of transporters as may warrant for smooth operational requirement.
  - 10.9 Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
  - 10.10 To restrict allotment of load for outgoing consignments for specific sites to specific transporters.

## **Qualifying Requirement**

Price bid shall be opened only for those bidders who qualify in the technical bid given below:-

## **Technical Bid**

Following are to be submitted in Technical Bid:-

1. Name, Address, Contact person with mobile numbers at head office.
2. Registration particulars of the transport company.



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3. Reference list of Contracts with PSU/ reputed companies.
4. Reference list of Contracts with BHEL units.
5. Copy of Balance sheet of the company for last 3 years, duly certified by CA
6. Organizational details.
7. Address, contact person, telephone no., mobile no. of Mumbai, Lucknow and industrial Area Jagdishpur offices.
8. Income-Tax PAN
9. Service Tax registration number
10. Copy of last three years IT return certified by CA.
11. Fleet details owned by the bidder.
12. Certificate to the effect that the transporter owns minimum of 30 vehicles and have suitable carriers required for the transportation of consignments given in annexure A.
14. Name, addresses mobile number, land line telephone number of branch managers of branches at Lucknow, Jagdishpur, Bhopal, Haridwar & Hyderabad. If transporter is not having office at these places then they should agree to start the office at these places within 15days of the award of tender.
15. Bidder should submit notarized affidavit that they have not been blacklisted or suspended by any of BHEL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.
16. A consent letter should be given by the bidder that all terms & conditions of the tender are accepted by the tenderer.
20. The contractor shall be responsible for safe delivery of the consignments. The contractor will ensure that
  - a.) The lorry/trailer shall not be overloaded.
  - b.) The consignments shall be transported in a manner so that no part of it shall be hanging out side the carrier.
  - c.) No trans-shipment is allowed.
  - d.) The Transporter shall lift the Consignment **with in 24 hours** of the advice issued by BHEL to do so.
  - e.) The contractor shall be responsible for safe custody & transportation of goods as per GR details & weight.
  - g.) Transporter will give information/ messages on daily basis about the movement/ location of the lorry during the entire period of transportation.
  - h.) The consignment shall be properly fixed/ secured on the carrier by means of weldments /slings etc. as required for the safe transportation of the consignments.
21. Penalty for delay in delivery.

Prompt delivery of the consignment is of prime importance. The stipulated transit time for transportation of our consignments shall be as under.

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(a) **FOR FULL TRUCK LOAD:**

1. Normal truck / Mini truck : 300KM per day

(b) **FOR SMALL/PART-LOAD CONSIGNMENTS:**

1. 0 – 500KMs : 4 Days

2. 501 – 1500 : 8 Days

3. 1501 KMs & above ; 8 Days + 200 KM per day.

- 21.1 If consignments are not delivered within the **transit schedule** a penalty @ **2% of the basic freight charges per week of delay or part thereof** subject to a maximum of 10% shall be levied.
- 21.3 Additional grace period for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.
- At each railway crossing .... 4 days  
(For o/h height barrier removal or/and power shutdown only)
  - From / to hill regions/N.E.Regions .... 5 days
  - Octroi /Entry Tax clearance .... 2 days or actual.
- 21.4 Delays/transshipment etc. will be condoned and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, BHEL shall decide additional transit time.
- 21.5 **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*.
- 21.6 Delay attributable to above force-majeure conditions will be reviewed by AGM-PPX) on representation by transporter on case to case basis for granting relief on merit.
- 21.7 For the purpose of computing the delivery time, the date of LR or actual date of exit from plant (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee.
23. The offer should be valid for a period of 30 days from the date of opening of tender.
24. EMD by the tenderer will be forfeited if
- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - The tenderer does not commence the work within the period as per LOI/contract.  
EMD will not carry any interest
25. In case of award of order, the contractor will sign a Contract with BHEL on 100 rupees non-Judicial stamp paper, at his own cost
26. Transporter shall raise the bills after completion of the transportation of all the consignments & payment will be made within 45 days from the date of receipt of bills. Delivery challans accepted by the consignee are to be submitted along with the bill.



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## 26. TRANSIT INSURANCE: -

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.

- 26.1 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 upto date.
- 26.2 Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 26.3 The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

## 27. Declaration in the form of affidavit.

Bidders will ensure furnishing certificates from the concerned units (if in business during any time) or an undertaking in their letter head certifying their position against points below as a declaration in the form of affidavit.

- Presently not Black-listed or de-listed category at any of the BHEL Units.
- Presently not suspended from loading by any of BHEL Units.
- Not have been booked by CBI and/or indicted by a Court of law in any criminal case relating to transportation.

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## 28. The consignments will be transported in –

	Mini Truck	Normal Truck
Length, mm	4500	6000
Width, mm	1800	2100
Height, mm	2500	2500

- 28.1 Consignments not eligible strictly for dispatch on FT basis justifying the weight and dimensions as above shall be dispatched as **Smalls/Part-load** in three (3) categories, viz. upto 1 MT, above 1 MT upto 3.5 MT and above 3.5 MT upto 8 MT.
- 28.2 The "Smalls/Part-load" will be treated upto 8 MT subject to maximum payment of full truckload or whichever is lower. Above 8 MT, the consignment will be treated as 'full truck-load'.
- 28.3 If due to exceptional circumstances, the actual weight carried by a vehicle is more than the normal weight permitted for that type of the vehicle, pro rata payment of rate shall be made depending upon the actual weight of the consignment.
- 28.4 The "Small/part-load" will be treated upto 8 MT subject to maximum payment of full truck load or whichever is lower. Above 8 MT, the consignment will be treated as 'full truck-load'.
29. The Minimum Chargeable distance shall be 200KMs.



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30. Loading & Unloading Charges shall be in scope of BHEL.
31. **Detention Charges**  
No detention charges at point of loading. However at unloading point, Rs 500/- per day beyond second day of arrival of consignment at destination, subject to verification from the consignee, will be considered for payment. The detention charges shall be limited to maximum 10% of the freight charges. The detention charges shall be payable for consignments sent on full truck load basis only.
32. **ODC Charges**  
Consignment having dimensions exceeding the standard length, width and height noted at clause 28 shall be treated as ODC consignment. In respect of such consignments ODC charges on proportional basis over the standard length and height will be payable on prorata basis. However, ODC charges shall be permitted in one dimension, i.e. length or height, whichever the greater value.
33. FREIGHT PAYMENT:
- 33.1 Mode of payment of freight will be either on:
- 33.2 **"To Pay"** [TP] (*i.e. to be paid by Consignee*) basis after receipt of goods at destination, or
- 33.3 **"To be billed"** [TBB] (*to be paid by BHE-CSU Jagdishpur*) after satisfactory delivery of goods to Consignee and production of documentary evidence in support thereof.
- 33.6 All freight payment will be made by Cheque after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 33.7 Payment of freight bills shall normally be made within (ninety) 45 days of presentation of the bill, duly supported with the acknowledgement on the LR/GR. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 33.9 Freight Bills submitted after 90 days from the date of delivery** will not be accepted unless transporter explains the delay in writing.
- 33.10 For extra weight carried by the vehicle beyond the capacity due to exceptional circumstances, payment will be made on pro-rata basis.



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- 33.11 Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by the consignee in regard to acceptance of consignments or settlement of insurance claim by underwriters in case of equipment damage.
- 33.12 Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- In terms of Service Tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of *certificate stating that they have not availed CENVAT Credit of duty paid.*
34. **Letting fee (penalty) reimbursement.**  
Wherever any letting fee (penalty) is imposed by any State Govt. for carrying ODC consignments (as per Rule 93 of C.M.V. Rules, 1985), the same shall be reimbursed on submission of original money receipt, supported by State Govt. notification.
- No other ODC charges shall be payable in such cases.
35. **EVALUATION & BUSINESS DISTRIBUTION:**
- 35.1 The price bids will be evaluated for the total cost index (estimated load X Quoted rates for each variant per MT/KM) and then compared amongst them to evaluate relative position for both categories i.e., transportation upto 500 kMs and above 500 kMs together.
- 35.2 Business award shall be done at equated rates only.
- 35.3 Business is proposed to be distributed on maximum 5(five) parties for transportation on All India basis, with the lowest bidder getting about 40% share and the highest bidder getting 10% with all other getting proportionally on reduced scale.
36. **EXTENTION & TERMINATION OF CONTRACT:**
- 36.1 **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- 36.2 **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- 36.3 If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving in writing and recover from the transporter any damage



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suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.

- 36.4 The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 36.5 If a transporter after award of contract after fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD( )/SD( ) paid may be forfeited and contract terminated.
- 36.6 BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.

## 37. SUB-LETTING OF WORK:

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

- 37.1 However, hiring of vehicles and services from other transporters/agencies/ brokers of repute in the market is permitted.
- 37.2 Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

## 38. TRAFFIC REGULATIONS & REQUIREMENTS:

- 38.1 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.
- 38.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 38.3 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.
- 38.4 It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.



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- 38.5 The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances with the written consent of BHEL.
- 38.6 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 38.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 38.8 Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
- 38.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 38.10 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
39. **ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:**
- 39.1 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.
- 39.2 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.
40. **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: -
- 40.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.



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- 40.2 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.
- 40.3 To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
- 40.4 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.
- 40.5 Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
- 40.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

## **41 SAFETY OF CONSIGNMENT:**

- 41.1 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.
- 41.2 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.
- 41.3 The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 41.4 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.
- 41.5 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



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transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.

41.6 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.

## 42. STATUTORY OBLIGATIONS OF TRANSPORTER:

42.1 The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.

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

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

42.4 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

## 43 INDEMNITY:

43.1 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.

43.2 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



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improper performance of this contract by the transporters, their workmen servants or agents.

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

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

## 44. TRANSSHIPMENT:

44.1 Transshipment [*unloading from vehicle and then reloading on to another vehicle*] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on accident en-route or other *bonafide* reasons, provided approval is taken from BHEL in advance.

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

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

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

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

44.6 Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.



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

## 45. PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:

45.1 The vehicle will be normally required to report to our specified places between **9.00 AM to 3.00 PM** on working days. The transporter should provide the vehicles normally within two (2) days for trucks, from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. However, wherever possible, sufficient advance intimation shall be given for placement of vehicles for loading consignment. The exit timings shall be generally upto 6.00 PM on working days.

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

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

45.4 In case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its discretion on the transporter after 24 hours, this shall be deducted from their running bills for each day of delay for maximum one week.

## 46. CONSIGNMENT NOTE CERTIFICATION:

The following information shall invariably be **legibly and clearly indicated on the Consignment Note** (i.e. LR) by the transporter at the time of loading of the consignment.

- i) Registration No(s). of the vehicle(s).
- ii) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
- iii) Name & address of the consignor with specific destination.
- iv) Description of the consignments with BHEL Purchase Order (PO) reference.
- v) Distance to destination in KM and rate of freight.



# Bharat Heavy Electricals Limited

- vi) Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
- vii) Freight details and consignment value.

## 47. VEHICLE MOVEMENT REPORTING:

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

## 48. ROUTE & DISTANCE:

- 48.1 The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- 48.2 **The distance for the purpose of freight admissibility shall be the shortest route exhibited in the Motoring Guide of India (latest edition) or the shortest established route for the destination.** Wherever a particular station is not appearing in MGI, the distance calculated upto the nearest station available in MGI will be suitably increased/decreased based on information from other sources like Railway time table, Project authorities etc.
- 48.3 Notwithstanding (G-18.2) above, it shall be the responsibility of the transporter to use alternate shorter route, which may be available but not appearing in MGI and claim freight accordingly. If it is found at a later date that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills.
- 48.4 Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall documentarily evidence e.g. news clippings/ photographs of road obstructions/ diesel filling bills/ endorsement from PWD, RTO check posts etc. along with the freight bill.
- 48.5 The minimum distance chargeable will be 50 kMs, which shall include transportation of consignments within and around of BHEL factory premises within local limits and when the consignments are called back to plant after exit by BHEL due to *bonafide* reasons. However, if the vehicle is brought back inside plant for correction in lashing, loading, packing etc. no freight charges shall be paid for such trips.



# Bharat Heavy Electricals Limited

## 49. TRANSIT PERIOD:

- 49.1 The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible time.
- 49.2 Transporters shall make available the delivery information within 2 days of delivery in all cases referred to them by BHEL.
- 49.3 For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on daily basis.

## 50. DESPATCH DOCUMENTS:

- 50.1 While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note/Challan,
  - Excise Invoice (Pink/ Duplicate) indicating PO reference,
  - Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
  - Consignee Copy of LR for door delivery,
  - Road Permit/Waybills etc. wherever applicable,
  - SMIV/PMIV/Excise Gate Pass, wherever applicable.
- 50.2 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.
- 50.3 In case the transporter fails to deliver original Excise Gate Pass (*duplicate for transporter to claim Modvat*) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 50.4 All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
51. **ESCORTS:** Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

## 52. FREIGHT ESCALATION:



# Bharat Heavy Electricals Limited

52.1 The base freight rates agreed between BHEL and the transporter for trucks would increase/decrease by 30% of percentage increase/ decrease in the rates of diesel prevailing over the **base rate on the date of bid opening.**

52.2 Any increase/decrease so allowed to the transporters will be added to or subtracted from the basic freight rate. This increase/decrease will be computed only quarterly basis as under:-

i. The Average Rate for three (3) months will be calculated as below: -

$$\frac{\text{Sigma (Applicable Rates x No. of Days for which applicable)}}{\text{Total No. of Days in the quarter}}$$

Total No. of Days in the quarter

ii. The rates of diesel will be based on the documents as obtained by BHEL from the offices of the PSU Oil companies like, IOCL, HPCL, etc. applicable to Bhopal region.

52.3 The period of three months will be reckoned from a date, 15 Days prior to date of a quarter. The increase/decrease in rates due to price variation in 'retail selling price' [RSP] of diesel will be applicable for a period of next three months.

- For example, RSP during 16<sup>th</sup> June to 15<sup>th</sup> September will apply for dispatches in following October-December quarter.

52.4 Freight increase on any other account will not be permissible.

## 53. **OCTROI/ENTRY TAX:**

53.1 The transporter shall obtain **Octroi** exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage.

53.2 Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.

## 54. **PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:**

54.1 The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.

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

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

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Centralized Stamping Unit & Fabrication Plant, Jagdishpur Industrial Area, Distt. Sultanpur (UP) 227 817, INDIA

Tel.: +91 5361 27 1376; FAX: 27 0057; e-mail: [rksharma@bhel.co.in](mailto:rksharma@bhel.co.in); web site: [www.bhel.com](http://www.bhel.com)

Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



# Bharat Heavy Electricals Limited

55. **ARBITRATION:**

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

56. **JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the Jurisdiction of Sultanpur (UP) district court shall apply.

Additional. General Manager (PPX)  
Bharat Heavy Electricals Limited,  
CSU, Jagdishpur.

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**ALL INDIA ROAD TRANSPORTATION  
OF CONSIGNMENTS BY TRUCKS**

**SCHEDULE OF RATES; BHEL/CSU/TPT/08**

Freight		ALL INDIA DESTINATIONS					
Category of consignment		Up to 500KM			Above 500KM		
		Rates in Rs. per KM	KM	Total value	Rates in Rs. per KM	KM	Total value
1.	Normal Truck		500			75000	
Total value for normal truck (TVNT)							
2.	Mini Truck		500			2000	
Total value for mini truck (TVMT)							
3.	Part load upto 1000Kg		500			1000	
Total value for Part load up to 1000kg (TVPL-1)							
4.	Part load from 1000Kg to 3500kg		1000			2000	
Total value for Part load up to 1000kg to 3500(TVPL-2)							
5.	Part load from 3000Kg to 8000kg		1000			3000	
Total value for Part load up to 3000kg to 8000(TVPL-3)							
<b>Total cost to BHEL</b>		<b>TVNT+ TVMT +TVPL-1+TVPL-2+TVPL-3 =</b> Rupees in figures = Rupees in words =					

Date:

(Signature & Seal of the Tenderer)

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Tel.: ++91 5361 27 1376; FAX: 27 0057; e-mail: [rksharma@bhel.co.in](mailto:rksharma@bhel.co.in); web site: [www.bhel.com](http://www.bhel.com)

Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



# Bharat Heavy Electricals Limited

## ANNEXURE - 4

Agreement No. : **BHEL/CSU/TPT/08**

Transportation of Stampings packed in wooden case, rolls of steel sheets and other items from BHEL, Centralised Stamping Unit, Jagdishpur Industrial Area, Dist. Sultanpur (UP) 227 817 (on NH-56) to BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & any where in India and back to Jagdishpur from any where in India.

Scope of work is given in annexure 1.

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This agreement made on ..... Day of ....., 2008 between M/S Bharat Heavy Electricals Limited, CSU, Jagdishpur, and Distt. Sultanpur (U.P.) having its registered office at BHEL House, Siri Fort, New Delhi – 110049 (hereinafter called the Company) the first party and M/S .....(hereinafter called the Contractor) the 2<sup>nd</sup> party. Whereas through its tender enquiry No. BHEL/CSU/TPT/08 and opened on ..... The Company had called for getting work of Transportation of Stampings packed in wooden case, rolls of steel sheets and other items from BHEL, Centralised Stamping Unit, Jagdishpur Industrial Area, Dist. Sultanpur (UP) 227 817 (on NH-56) to BHEL Haridwar, BHEL Bhopal, BHEL Hyderabad & any where in India and back to Jagdishpur from any where in India.

And whereas the Contractor has submitted his Quotation No.....Dated .....in pursuance of said tender notice.

And whereas the company has decided to accept the Contractor's tender mentioned above as per the offered rates and conditions specified in offer dated .....subject to other terms and conditions specified in the tender enquiry/proposed agreement and the Company's contract annexed hereto.

And whereas the Contractor has agreed to do the work specified above at the rates mentioned, subject to the conditions contained hereunder: -

01. This Contract shall come into force with immediate effect and shall remain valid upto 31.12.2008.
02. The Contractor shall transport/ unload all items given in the tender document.

### Payment

- Contract value is Rs..... inclusive of all taxes and the Transporter shall raise the bills after completion of the transportation of the consignments & payment will be made with in 45 days from the date of receipt of Bills. The invoice should mention the ST registration no.,

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VAT registration no & PAN no. Delivery challans accepted by the consignee are to be submitted along with the bill. If Transporter shall not complete his job within time specified by BHEL his security deposit will be forfeited.

- Penalty condition as per the tender. Such penalty will be recovered from the bill.-Agreed

## Security Deposit

Before commencement of the work, the Security Amount to be deposited within seven days after award of LOI or contract which ever is earlier, by the Contractor with the Company for the due fulfillment of terms and conditions is Rs.100000/-(Rs one Lakh) +7.5% of the total Contract value exceeding Rs. 10,00,000.(Rs. Ten Lakh ) ,out of which 50% will be in the form of Bank Guarantee from BHEL consortium banks(list enclosed) on specified format, and balance 50% will be in the form of DD in favour of BHEL payable at Bank of Baroda, Industrial Area Jagdishpur, or State Bank Of India, IGFC branch, Industrial Area Jagdishpur. The Security Deposit amount will be refunded within three months after satisfactory completion of the work and due fulfillment of the Contract.

The Security Deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the Contractor violating any of the conditions of the Contract and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the Contractor.

## Information System

The contractor shall be responsible for safe custody and transportation of goods as per G R details & weight. BHEL will inspect & clear the loading arrangement of consignments on the lorry. Transporter will give information/ messages on regular basis (daily) about the movement/ location of the lorry during the entire period of transportation.

## Requirements of Performance

- All the Road Permits or any other relevant authorization from competent authority will be obtained by the Contractor at his own cost. Any contingency arising in this respect will be entirely Contractor's responsibility. He will be responsible for any mishap, accident enroute and consequences thereof including legal complications if any.
- The GR by the booking station should be complete and there should not be any cutting/over writing on it at consignor station or on the way. Signature and seal of the consignor should be obtained on the GR itself. The copy of the original GR should be presented along with the material at the time of delivery. The Invoice/Challan of consignor and the counterfoil of Form 31(or any other applicable form) will have to be surrendered along with the material at the time of delivery.
- The Contractor will carry material/goods/packages/consignments and vehicle carrying such consignments shall be suitably equipped for the same. This includes all safety & statutory requirements. He will take all the due care for protecting the consignments from rains and



# Bharat Heavy Electricals Limited

will be responsible for safe and sound conditions during their possession. Contractor will take all due care of consignments during transportation..

- After satisfying themselves possession of the materials in good condition and required quantity GR s should only be issued by transporters.
- The carriers and its agents shall comply with all security & statutory regulations.
- The Contract as entered into between BHEL & the successful tenderer shall in no way nullify, reduce, mitigate or absolve the parties of ay responsibility, obligation or liability that may devolve upon them under the carriers act 1965, as amended from time to time during the tenure of the Contract.

## **INSURANCE CLAUSE**

In case of accident in transit, transporters shall register FIR to nearest police station & report the case immediately to BHEL, Centralised Stamping Unit, Industrial Area Jagdishpur, Dist. Sultanpur (UP) 227 817.

## **Settlement of Disputes**

If at any time, any dispute or difference whatsoever shall arise between the Company and the Contractor, upon or in relation to or in connection with the Contract the same shall be referred to the sole arbitration of the Head of Centralized Stamping Unit, Jagdishpur or such other persons as nominated by the Head of the Unit or the person so appointed by him, had to deal with the matter to which the agreement relates. The award of Unit Incharge of CSU, BHEL Jagdishpur or the Arbitrator so appointed shall be final and binding on the Company and the Contractor. The arbitration proceedings shall be held at CSU, BHEL, Jagdishpur, Sultanpur (U.P.).Jurisdiction of Sultanpur (UP) district court shall apply.

Once the contract is signed, the Contractor shall not sublet or transfer the full contract or any part thereof which will tantamount to violation of the contract.

This contract as entered into between the aforesaid Company and successful tenderer, in no way nullifies, reduces, mitigates or absolves the aforesaid parties for any responsibility, obligation or liability that may devolve upon the said parties as according to the Carriers Act 1865 (as amended up to date).

The Contractor shall be responsible for all acts of their staff and sub agents and liabilities arising there from.

## **General**

- Vehicle Registration Number, capacity and type of vehicle used for transportation must be recorded on the bills.

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# Bharat Heavy Electricals Limited

- Rates for transportation are inclusive of hamali charges, labour charges, surcharges and any other charges anticipated in any circumstances. All the road taxes/municipal taxes or that was from booking station to consignees' station shall be deemed to be included in the rates.
- No demurrage, wharfage, ground rent, godown rent is payable to the transporter.

## INDEMINITY

The Contractor shall indemnify the Company against all losses, claims etc. arising out of any of his acts or out the acts of his servants or agents.

In witness where the parties there to have hereunder signed the agreement.

### Witness

1. Name

Address

2. Name

Address

### Witness

1. Name

Address

2. Name

Address

### Signature of the Contractor

Name

Designation

**For and on behalf of Bharat Heavy Electricals Ltd.  
CSU, Jagdishpur, Sultanpur**



## REVERSE AUCTION (RA)

- 1.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- 1.2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 1.3. BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- 1.4. BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 1.5. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- 1.6. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- 1.7. BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 1.8. Reverse auction will be conducted on a scheduled date & time.
- 1.9. At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 1.10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- 1.11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- 1.12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.