



## **NOTICE FOR INVITING TENDER**

**TENDER NO:** CDC/T/14-15/073

**DATE:** 26.06.2015

**SUB: TENDER DOCUMENT (TWO PART BID) FOR TRANSPORT CONTRACT BY  
HYDRAULIC TRAILER (From 100 MT & less than 200 MT)**

1. Sealed bids are invited from reputed, IBA approved, financially sound transporters for award of rate contract for the work of transportation of consignment (From 100 MT & less than 200 MT) by hydraulic trailer for a period of Two Years with provision of further extension upto one year on the same terms and conditions with mutual consent.
2. This document shall be referred as CDC/T/14-15/073 Dt 26.06.15” and it consists of the following documents

| <b><u>Sr</u></b> | <b><u>Documents</u></b>                        | <b><u>Pages</u></b> |
|------------------|------------------------------------------------|---------------------|
| 1                | Covering letter                                | 2                   |
| 2                | Tender document including Terms and Conditions | 30                  |
| 3                | Annexure to the Tender document - 9 Annexure   | 10                  |
| 4                | Integrity Pact Agreement (Annexure-H)          | 8                   |
| 4                | Schedule of Rate – Price Bid                   | 1                   |
| 5                | Terms & Condition for REVERSE AUCTION          | 9                   |

**3. Scope of work:**

The contracts shall cover transportation of goods weighing From 100 MT & less than 200 MT, from anywhere to anywhere within India by road on Hydraulic Trailers (Consisting of a puller and set of hydraulic axles

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

4. The bid is to be submitted in two parts as under:
  - a. **Part I –Techno-Commercial Bid** should contain all the documents including Earnest money and other annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.
  - b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/14-15/073” and due date of opening only.
5. **Earnest Money** of Rs. 2.00 Lacs (Rs. Two Lacs) is to be deposited in the form of Account Payee Bank Draft in favor of “BHEL Jhansi” payable at Jhansi.



6. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to AGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/14-15/073 and “Due Date of opening - ...07-AUG-2015...and addressed to :

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

7. Above bid to reach on or before ...07-AUG-2015..., 1315 Hrs, in tender box.
8. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date...07-AUG-2015...The sealed common envelope and first sealed envelope containing “Part I–Technical Bid” will be opened on the same day i.e. ...07-AUG-2015... at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
9. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
10. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender. Refer relevant clause of Terms & Condition
11. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality whatsoever without assigning any reason thereof.
12. 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.
13. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9 AM to 4 PM**.
14. Any request for change of opening date of tender shall not be entertained.

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

**AGM (CDC)  
BHEL Jhansi**



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# **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)

P.O. BHEL, Jhansi- 284120

## **Central Dispatch Cell**

### **TENDER DOCUMENT**

**For**

**All India Rate Contract for Transportation of  
consignment from 100MT & less than 200 MT by  
Hydraulic Trailers**

**Tender Document No.**

**CDC/T/15-16/073**

**Date 26<sup>th</sup> Jun 2015**



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**G-1) SCOPE OF WORK**

- 1.1. The contracts shall cover transportation of consignments such as Transformers, Locomotives, Plant & machinery and any other item weighing From 100 MT & less than 200 MT by Hydraulic Trailer from anywhere to anywhere within the boundaries of India.

The scope of work includes transportation to / from Ports, BHEL Customer Sites, SAIL Stockyards, all BHEL Units, North -East States and all hilly / mountainous areas.

Consignment shall be classified into following three Weight categories:-

- a. **M4** - Above 100 MT & upto 135 MT
- b. **M5** - Above 135 MT & upto 189 MT
- c. **M7** - Above 189 MT & less than 200 MT

Transportation of consignment shall be classified into two distance categories

- a. Upto 800 KM
- b. Above 800 Km

- 1.2. The approximate **Business volume** in two years period is expected to be **160 Lakhs MT-Kms** in two years with a variation of  $\pm 30\%$ . For proportional break, refer Clause S-10.

**G-2) PRE-QUALIFICATION CRITERIA**

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

a) **OWNERSHIP OF FLEET:**

The bidder should have the ownership of fleet of heavy duty independent trailers having minimum 60 hydraulic axles (not more than 10 years old on the tender opening date) and 06 Prime Movers of minimum 300 HP capacity suitable for transportation of consignment weighing from 100MT & less than 200MT, registered in the name of bidder duly substantiated by the notarized copies of documents of ownership as on due date of opening of tender.

04 out of 06 Prime Movers should not more than 10 years old on the tender opening date.

02 out of the 06 prime movers should be of 400 HP capacity or above.

01 out of the 06 prime movers should be of 500 HP capacity or above.

b) **FINANCIAL REQUIREMENT:**

**TURNOVER** - Average Annual financial turnover during the last 3 years, ending 31st March 2014 should be at least Rs 507 Lakhs.

Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA Certificate to be submitted as a supporting document.



c) **EXPERIENCE** :-

The bidder should have transported minimum six single piece consignments, each not less than 150 MT, for a distance of minimum 500 KM for each consignment in the last 3 years upto 31-Mar-2015. Copy of work execution certificate to be enclosed.

d) **PERFORMANCE IN PAST CONTRACT** :-

The transporter should have executed more than 35% of their allocated business share in the previous contract as on date of opening of tender (Part-1). This is applicable only for those transporters who are continuing from the previous contract.

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

**OFFICE RELATED REQUIREMENTS**

- 2.3. Bidder must have an office in Jhansi, equipped with following facilities :-

- a) One computer with e-mail facility
- b) One mobile telephone

If not, then bidders have to establish an office with the facilities mentioned above within 30 days from the date of issue of Letter of Intent.

G-3) **STATUTORY DOCUMENTS**

- 3.1. The following documents should be attached with the offer (Techno-Commercial Bid, Part-1). All the attached document should be page numbered
- a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
  - b. Receipt of Cost of Tender
  - c. Company Profile of Bidder (Annexure G-B)
  - d. Statement of Evaluation (Annexure G-C)
  - e. Banker's certificate (Annexure GD)
  - f. Audited annual report or balance sheet of last 3 years.
  - g. Copy of Income Tax return for three previous financial years.
  - h. Earnest Money of Rs. 2.00 Lacs (Rs. Two Lacs) in the form of Account Payee Bank Draft drawn at in favor of "BHEL Jhansi".
  - i. Self Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-
  - j. Declaration on Rs.100/- non-judicial stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc (refer Cl.3.2)
  - k. Valid IBA Certificate on Bank Letter Head
  - l. Copy of Gazette Notification / RTO Authentication of registration for Axles & Prime Movers (Notarized).
  - m. Details of Staff, Computers, Internet Connection, e-mail address, Mobile Number at Jhansi Office.



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- n. Copy of tender document signed and stamped on each and every page as a token of acceptance.
- o. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
- p. A sealed envelop containing price bid.
- q. Integrity Pact Agreement duly filled & signed as per Annexure-H
- r. Experience related document as per Clause 2.1 (c)
- 3.2. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
- Certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
  - 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.
  - 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.
  - Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
  - Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2013-14 & 2014-15) on account of non-performance.
- 3.3. The Bidder should submit the following documents along with the offer & comply with the requirements
- 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.
  - Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
  - In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
  - 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.
  - 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.
  - BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.



- 3.4. The Bidder shall disclose /confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.
- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
  - (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
  - (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
  - (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).
  - (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provision or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if
    - BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
    - Any document submitted by the Bidder was fake or forged
    - or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

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

**G-4) BID EVALUATION CRITERIA:**

- 4.1. Part-I Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Reverse Auction / Opening of price bid (Part-2). For detail refer 'Business Rules for Reverse Auction'
- 4.2. **The price bids will be evaluated** on the grand total (ie Business Volume x Quoted rates of three weight categories & two distance slabs) - Refer Price Bid Format
- 4.3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines in vogue.



- 4.4. It is intended to award the rate contract to maximum seven transporters. In an eventuality of the rate contract being finalized on less than the required number of transporters the balance volume of business would be distributed among eligible transporters as following

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

- 4.5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 4.6. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure 'M'

**G-5) OFFER VALIDITY:**

- 5.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of Reverse Auction / Price bid opening.
- 5.2. The rates should be firm for a period of two (2) years from the date of acceptance of the tender except for adjustment in freight rate due to increase/decrease in retail selling price (RSP) of Diesel in Lucknow . Refer clause on 'Freight Escalation'

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



## GENERAL TERMS & CONDITIONS

### List of Annexure enclosed with Tender Document

| Sr. | Annexure No. | Description/Title                         |
|-----|--------------|-------------------------------------------|
| 1   | G-A          | Check List for Offer Evaluation           |
| 2   | G-B          | Company Profile                           |
| 3   | G-C          | Statement of Evaluation                   |
| 4   | G-D          | Bankers Certificate                       |
| 5   | G-E          | Self Certificate Affidavit cum Agreement  |
| 6   | G-I          | Notice of Damage / Shortage / Discrepancy |
| 7   | G-J          | Lorry Receipt Performa                    |
| 8   | G-K          | Freight Bill Performa                     |
| 9   | G-L          | Authorization letter for e-payment        |

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

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



**G-7) BHEL RESERVES THE RIGHT TO: -**

- 7.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 7.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 7.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 7.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 7.7. Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 7.8. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 7.9. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but overriding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
- 7.10. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
  - a) Establishing local office with facilities as required.
  - b) Submission of Contract agreement.
  - c) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.



**G-8) CONTRACT AGREEMENT:**

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

**G-9) EARNEST MONEY DEPOSIT (EMD)**

- 9.1. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "BHEL, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders his on request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 10.4
- 9.3. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

**G-10) PERFORMANCE SECURITY DEPOSIT (PSD)**

- 10.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 10.2. 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. |



10.3. Transporter shall submit the 'Performance Security Deposit' within 15 days of issue of Letter of Intent (LOI) as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL. **Bank Guarantee should be valid throughout the contract period with additional six month claim period.**
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of transporter; A/C BHEL JHANSI duly discharged on the back.
- f) 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.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Department of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
- h) The Performance Security Deposit shall not carry any interest.

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

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

10.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.

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

10.7. If the transporter fails to perform satisfactorily as per the contract, PSD may be forfeited.



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

- 11.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of two (2) years from the effective date of award of contract. However, BHEL reserves the right to short close the contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 11.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the contract.
- 11.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice in writing by registered post, speed post or e-mail or in person under recorded delivery.
- 11.4. If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- 11.5. If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with him may ultimately be terminated.
- 11.6. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 11.7. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 11.8. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arise



**G-12) SUB-LETTING OF WORK:**

12.1. It is expected from the transporters that they shall deploy vehicle from their own fleet.

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

**G-13) TRAFFIC REGULATIONS & REQUIREMENTS:**

13.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/customer's or any other premises.

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

13.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.

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

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

13.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.

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

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

13.9. All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

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



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

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

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

- 15.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
  - a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
  - b) That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
  - c) 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.
  - d) Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
  - e) Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
- 15.2. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 15.3. In case of incoming consignments, if packing case is found damaged (and material inside is found OK), CRX head may impose deduction limited to 1% of the freight charges.
- 15.4. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 15.5. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.



- 15.6. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 15.7. Transporter shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 15.8. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" basis. In such cases, liability for to & fro freight will rest with BHEL.

**G-16) STATUTORY OBLIGATIONS OF TRANSPORTER:**

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



**G-17) INDEMNITY:**

- 17.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority..
- 17.2. The transporter shall indemnify and keep indemnified the BHEL against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.
- 17.3. The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
  - Observance of Labour & Industrial Laws.
  - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
  - Documentary compliance relating to freight billing.
  - Indemnity shall cover the entire transit right after loading to the unloading at destination.

**G-18) TRANS-SHIPMENT:**

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



**G-19) PLACEMENT OF VEHICLES**

- 19.1. The transporters who will be awarded the rate contract will be continuously evaluated based on various parameters listed in Clause G-33. The evaluation rating will be periodically informed. In case of underperformance, BHEL reserves the right to suspend further dealings with transporter.
- 19.2. In case the vehicle is not placed beyond 10 days of demanded date or the transporter(s) refuses to place the vehicle, BHEL reserves right to get the transportation done by hiring the vehicle from the market at the Risk & Cost of the transporter(s).

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

- 20.1. Chargeable weight shall be calculated based on the number of axles (in the multiples of two axles) required for transporting the consignment multiplied by 13.5 MT/ axle. Number of axles shall be calculated considering on the following (whichever is higher)
  - Design weight of the job & considering that weight carrying capacity of each axle is 13.5 MT
  - Length of the job & considering the length of each axle is 1500 mm.

**Example**

1. Weight - 105 MT, Length – 8000 mm  
No. of Axles required based on weight =  $105/13.5 = 7.77 \sim 8$  Axles  
No. of Axles required based on length =  $8000/1500 = 5.33 \sim 6$  Axles  
Hence the chargeable weight =  $8 \times 13.5 = 108$  MT
2. Weight - 125 MT, Length – 16000 mm  
No. of Axles required based on weight =  $125/13.5 = 9.25 \sim 10$  Axles  
No. of Axles required based on length =  $16000/1500 = 10.66 \sim 12$  Axles  
Hence the chargeable weight =  $12 \times 13.5 = 162$  MT
- 20.2. The load should be placed in such a way that the distribution on each axle is fairly uniform. The Gross load (weight of axle + weight of consignment) on each axle should not exceed its permissible limit as certified by RTO / Govt. gazette. Gross load on each axle should never exceed 18 MT or as notified by Central/State Govt.
- 20.3. As per Motor Vehicle Act, clubbing of two or more jobs are not permitted.
- 20.4. Under no condition basic freight charges for carrying for distance more than 800 Km shall never be lower than that for carrying to 800 Km.



- 20.5. In case of requirement of higher number of axles than that calculated as per weight of consignment because of technical requirement such as for transformers transported to test labs in gas filled condition and filled with oil during testing in loaded condition on trailer. In such case, rental charges @ Rs 1500 per day per axle shall be paid for extra axles for the allowable transit period. However the freight will be paid considering weight & dimension of gas filled transformer.

G-21) **DESPATCH DOCUMENTS:**

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

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

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



**G-23) TRANSIT INSURANCE:**

- 23.1. Transit insurance of the consignment shall be covered by BHEL / Consignee / Supplier. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- 23.2. Transit insurance of the consignment shall be covered under Open Marine Policy of BHEL/Consignee as the case may be subject to excess as per the insurance policy.
- 23.3. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the transporter of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 23.4. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 23.5. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 23.6. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 23.7. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 23.8. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 23.9. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 23.10. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 23.11. In case of accident freight charges from loading point to accident place, reloading charges and freight charges form accident place to pick-up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.



- 23.12. Transporter will furnish the damage / shortage certificate in the BHEL prescribed format within 3 weeks days from the date of accident or damages / shortage / missing remarks at receipted LR. In addition if damage found in sound box within 06 months from the date of delivery of consignment, the transporter is liable to furnish the damage / shortage certificate within 15 days as and when asked by BHEL.
- 23.13. Transporter will intimate BHEL within 24 Hours via Phone, fax, letter etc. to any damage / shortage / missing / pilferage/ stolen of the item / consignment in the custody of transporter
- 23.14. Each and every delivery of consignment is to be get signed by person taking the delivery, with designation and mobile No. and to be furnished to BHEL.

**G-24) VEHICLE MOVEMENT REPORTING**

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

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

- 25.1. The transporters are advised in their own interest to conduct and update / confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- 25.2. The distance for the purpose calculation of freight & transit period shall be based on the shortest feasible distance by National highway, State highway, other roads, in the order of the preference as indicated in Motoring Guide of India (MGI). In case of non-availability of information from MGI, sources like Railway time table, Project authorities, internet sites such as Google-maps, maps of India etc shall be referred to find out the shortest feasible route.
- 25.3. Where longer route becomes necessary due to unavoidable circumstances, Transporter shall submit the details of alternate route with the justification for approval from GM before lifting the consignment. The GPS record should match with the approved route. In case of discrepancy between GPS record and approved route, economical route for BHEL shall be accepted for freight charges.



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- 25.4. For destination in Andhra Pradesh & Telangana, shortest route avoiding Orissa will be allowed.
- 25.5. Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per re-directed route.

**G-26) ESCORTS:**

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

**G-27) DELIVERY & ACKNOWLEDGEMENT:**

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

**G-28) RECOVERY TOWARDS IDLE CRANE CHARGES:**

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



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

- 4.1. The transit time shall be calculated on the basis of average minimum speed in Km/day. The allowable average speeds shall depend on the load, size and geography of route (Hilly/Plain)
- 4.2. Allowable average speed in Km/Day for calculation of transit period for consignment having height less than or equal to 3500 mm is as following

| Weight Class                   | For Consignment height upto 3500 mm |                        |
|--------------------------------|-------------------------------------|------------------------|
|                                | Plain Area                          | Hilly Area destination |
| (M4)- From 100MT & upto 135MT  | 70                                  | 25                     |
| (M5)- Above 135MT & upto 189MT | 55                                  | 20                     |
| (M6)- Above 189MT & upto 200MT | 40                                  | 20                     |

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

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

Allowable transit period shall be rounded off to next higher whole number.

In case the reporting at site is on Sunday or Holiday, these days will not be counted in transition period.

Example:-

1. For transporting 110MT consignment having height 3500 mm or less for 850 Km in non-hilly destination @ 70 Km per day, allowable transit period shall be 13 days.
2. For transporting 150MT consignment having height 3500 mm or more to a distance of 700 Km on plain & 100 Km to a hilly destination, the allowable transit period shall be

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

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

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

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

- 29.1. Additional transit period shall be allowed for the following :-
- a) At each railway crossing - 10 working days
  - b) Inter-state check post clearance at state borders - 1 day per check post
  - c) Permissions from MoRTH authorities - 5 Days or Actual on evidence
  - d) Day of exit and day of entry shall not be counted in transition period.
  - e) In case of requirement of documents such as entry tax, octroi tax, way bill etc or in exceptional circumstances like delay in unloading by the customer etc, additional



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transit time on actual basis shall be allowed with the approval of next higher authority to head of CDC, based on documentary proof such as release document, intimation by e-mail.

29.2. **FORCE MAJEURE:**

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

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

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

29.5. In case of delay, a penalty of 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% of basic freight shall be levied.

G-30) **FREIGHT PAYMENT:**

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

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

30.2. All freight payments for (a) incoming consignments to JHANSI and (b) from one destination to another, under category 'To be billed' against PO will be paid at JHANSI through CRX. For consignment booked against W.O. will be processed by CDC.

30.3. The payment shall be based on the shortest distance by National highway, State highway or other roads, in the order of the preference. List of distances of major cities from Jhansi is enclosed.

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



- 30.5. All freight payment will be made by Cheque / Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 30.6. Payment of freight bills shall normally be made within (sixty) 60 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 30.7. For the outgoing consignments booked on "To Pay" basis, where the transporter has to realize payment from the consignee and the consignee does not make the payment, CDC, BHEL JHANSI will accept the freight bills subject to: -
- Submission of Non-Payment Certificate issued by the consignee to the transporter on Performa as specified by BHEL.
  - Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance (Stores Accounting) of BHEL.
- 30.8. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- 30.9. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 30.10. In terms of 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 on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

**G-31) FREIGHT ESCALATION**

- 31.1. The rates agreed between BHEL and the transporters will remain firm during the contract. However the rates will increase/decrease by 30% of the percentage increase/decrease in the average retail price of diesel prevailing on the date of tender opening (techno-commercial bid – Part-I). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight. This increase/decrease will be done, only quarterly, as under:-
- 31.2. The rates at which the work is awarded initially will remain firm till the end of that quarter (31st March, 30th June, 30th Sept & 31st Dec) without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm upto 31st March. If rate contract is effective from 30th March, rate will change from 1st April which will remain same upto 30th June.
- 31.3. The retail sale price(RSP) of diesel applicable for Jhansi district obtained from the office of IOCL/HPCL/Reputed dealers shall be the basic for calculation of Price Change of freight rates



- 31.4. Percent increase /decrease in freight rate shall be 0.30 times of percent increase in average Retail Sale Price (RSP) of diesel w.r.t base rate indicated in tender.
- 31.5. The freight rates prevailing on the date of LR from plant shall be applicable for that consignment.

**Example:**

If the RSP of diesel are as following

| Date                                     | Retail Sale Price in Rs.      |
|------------------------------------------|-------------------------------|
| As on Base Date                          | 50.00                         |
| 1-Apr-2015                               | 54.72                         |
| 1-May-2015                               | 54.56                         |
| 1-Jun-2015                               | 57.39                         |
| Average                                  | $(54.72+54.56+57.39)/3=55.56$ |
| Percent Increase w.r.t. RSP on base date | $(55.56-50.00)/55.56=10\%$    |
| Percent Change in Freight Rates          | $0.30 \times 10=3\%$          |

This increase in Freight Rates shall be applicable in period from 1<sup>st</sup> Jul' 15 to 30<sup>th</sup> Sep' 15. Freight increase on any other account will not be permissible.

**G-32) OCTROI / ENTRY TAX:**

- 32.1. The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage. Wherever required, the transporter will take the assistance of the concerned product commercial group/ROD to obtain Octroi exemption certificate.
- 32.2. 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.

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

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



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

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

G-35) **ARBITRATION:**

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

G-36) **JURISDICTION:**

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

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



## SPECIAL TERMS & CONDITIONS

### **S-1. QUALIFYING CRITERIA FOR HYDRAULIC TRAILER LOAD**

To qualify for hydraulic trailer load (From 100M & less than 200 MT), the design weight of single piece consignment should be 100 MT or more

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

### **S-3. LOADING & UNLOADING CHARGES**

3.1. BHEL shall be responsible for loading of all outgoing consignments & unloading of all incoming consignments within BHEL Jhansi premises.

3.2. If BHEL asks the transporter to unload the outgoing consignments at the project / customer site, unloading charges @ Rs 825/- per MT shall be paid to the transporter.

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

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

3.4. Loading / unloading charges will be allowed on the basis of certificate of consignee / customer / BHEL Site representative / Commercial.

### **S-4. ODC CHARGES: -**

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

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



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**S-5. CHARGES FOR DRAGGING TO PLINTH & PLACING ON PLINTH**

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

- a) **Dragging Charges**
  - Up to 10 Mtr - Nil
  - More than 10 Mtr - Rs 2400 per mtr for distance exceeding 10 mtr
- b) **Placement on plinth** - Rs 38000 per transformer

Dragging charges and charges for placing the transformer to plinth shall be paid on certification from site in-charge / commercial/ ROD.

**S-6. DETENTION CHARGES**

- 6.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter charges at point of loading. However if at unloading point, the vehicle is detained for more than seven days excluding day of entry, detention charge shall be paid @ Rs 1500/day per axle or part thereof. Detention charges shall be subject to verification from the consignee or its representative or BHEL representative & shall be limited to maximum of 10% of basic freight.
- 6.2. Go-down / Storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorized representative (s), at the rate of 5 paise per Kg per day after two months.
- 6.3. Documents such as GPS record duly verified by CDC In-charge, record security of checking 'in' and 'out' at site/BHEL with seal and sign of security, confirmation from site in-charge, confirmation from Commercial executive for verification of detention shall be required
- 6.4. No detention charges, whatsoever, shall be payable if the responsibility for unloading is in the scope of the transporter and the site is ready to receive the goods.

**S-7. RENTAL CHARGES**

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



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## **S-8. EXTRA FREIGHT / OTHER CHARGES**

### 8.1. Hilly Area Charges:-

To compensate for higher fuel consumption & requirement of extra puller in hilly region, 50% additional freight shall be **allowed for the distance travelled in hilly area** (destinations beyond Pathankot in Jammu & Kashmir, Rishikesh / Kashipur in Uttaranchal and Parmanoo / Kiratpur in Himachal Pradesh). Any other hilly region in any part of the country as identified on case to case basis shall require approval of GM.

### 8.2. Orissa / North-Eastern state Charges :-

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

### 8.3. Civil work charges: -

In case some civil work like strengthening, widening, straightening or construction of bypasses / approach roads is required for safe transportation of ODCs, additional expenditure on negotiated basis may be allowed for civil work. Approval of GM shall be required for additional expenditure towards civil work.

## **S-9. LETTING FEE (PENALTY) REIMBURSEMENT**

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

9.2. MoRTH fee shall be reimbursed on production of original receipt / permission copy clearly indicating the amount & vehicle detail.



**S-10. BUSINESS VOLUME:**

- 10.1. It is expected that during 2 years of contract period, about 160 Lakh-MT-KM load shall be transported both for incoming and outgoing consignments. This business volume is only indicative and actual will vary depending upon our operational requirements by  $\pm 30\%$ .
- 10.2. The approximate proportion of business volume, expected in each combination of Weight Class, and Categories is given in the following table

| <b><u>Distance Slab</u></b> | <b><u>Weight Class</u></b>            | <b><u>Business Volume in Lakhs MT-Km</u></b> |
|-----------------------------|---------------------------------------|----------------------------------------------|
| <b><u>Upto 800 Km</u></b>   | <b>(M4)-</b> From 100MT & upto 135MT  | 30.0                                         |
|                             | <b>(M5)-</b> Above 135MT & upto 189MT | 40.0                                         |
|                             | <b>(M6)-</b> Above 189MT & upto 200MT | 5.5                                          |
| <b><u>Above 800 Km</u></b>  | <b>(M4)-</b> From 100MT & upto 135MT  | 50.0                                         |
|                             | <b>(M5)-</b> Above 135MT & upto 189MT | 28.0                                         |
|                             | <b>(M6)-</b> Above 189MT & upto 200MT | 7.0                                          |
| <b>GRAND TOTAL</b>          |                                       | <b>160.5</b>                                 |

AGM (CDC)  
BHEL, Jhansi



**Annexure 'S-A'**

**SCHEDULE OF RATES**

| <u>Distance Slab</u>            | <u>Weight Class</u>            | <u>Business Volume in Lakhs MT-Km</u> | <u>Rates in Rs./MT-Km</u> | Total amount in Rs. Lakhs (3) X (4) |
|---------------------------------|--------------------------------|---------------------------------------|---------------------------|-------------------------------------|
| (1)                             | (2)                            | (3)                                   | (4)                       | (5)                                 |
| <u>Upto 800 Km</u>              | (M4)- From 100MT & upto 135MT  | 30.0                                  |                           |                                     |
|                                 | (M5)- Above 135MT & upto 189MT | 40.0                                  |                           |                                     |
|                                 | (M6)- Above 189MT & upto 200MT | 5.5                                   |                           |                                     |
| <u>Above 800 Km</u>             | (M4)- From 100MT & upto 135MT  | 50.0                                  |                           |                                     |
|                                 | (M5)- Above 135MT & upto 189MT | 28.0                                  |                           |                                     |
|                                 | (M6)- Above 189MT & upto 200MT | 7.0                                   |                           |                                     |
| <b>Grand Total</b>              |                                |                                       |                           |                                     |
| <b>Grand Total (in Words) -</b> |                                |                                       |                           |                                     |

**Note:**

- i) All columns are to be filled. No column should be left blank.
- ii) Rates are to be offered for all Distance Slabs & Weight Class.
- iii) Rates are to be written/typed/printed both in words and figures legibly.
- iv) In case of non-conformities/errors/discrepancies observed between the quoted prices in figures and that in words, guidelines as per Annexure-V of 'Business Rules of Reverse Auction' shall be followed.
- v) L1, L2, L3 etc shall be decided on the basis of Grand Total (upto two decimal places)
- vi) Offer shall be valid for 4 months from the Date of Reverse Auction
- vii) Service Tax extra as applicable.

Date:

(Signature & Seal of the Bidder)