



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

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**WORKS CONTRACTS MANAGEMENT**

Tender No: WCM/14-15/4019E

dt: 19.03.2015

**NOTICE INVITING TENDER (NIT)**

TRANSPORTATION OF CONSIGNMENTS THROUGH

**HYDRAULIC AXLE MODULAR VEHICLES**

(CONSIGNMENT WEIGHING MORE THAN 35 MT BUT LESS THAN 100 MT)

**RATE CONTRACT - 2015-2017**

Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Transport Carriers having a fleet of vehicles of their own and network of Branches for transportation of consignments **weighing more than 35MTs but less than 100MTs**, by Road, using **Hydraulic Axles Modular Vehicles with prime Mover (Puller)**, required spacers, other implements etc.,.

The quantum of transportation of inbound & outbound consignments would be in the order of about **15,000 Metric Ton** approximately, for the Contract duration of **Two Years** (Tentatively from 16.07.2015 to 15.07.2017).

**The bidders are advised to go through the terms & conditions and tender schedules enclosed carefully before submitting their quotations.**

The bidders may contact Shipping Officer / WCM ( Phone: 0431-257 1539 / 1519 ), M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Email: [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in) / [prabha@bheltry.co.in](mailto:prabha@bheltry.co.in) for any clarification required in this regard.

The Tender enquiry comprises the following documents:-

(1) This Covering letter of NIT - WCM/14-15/4019E

(2) Techno Commercial Bid

- |        |  |   |               |
|--------|--|---|---------------|
| (i)    | Special Instructions                   | - | Annexure-I    |
| (ii)   | Specific Guidelines                    | - | Annexure-II   |
| (iii)  | Integrity Pact                         | - | Annexure-III  |
| (iv)   | Special Conditions of the Contract     | - | Annexure-IV   |
| (v)    | General Terms & Conditions of Contract | - | Annexure-V    |
| (vi)   | Safety Conditions                      | - | Annexure-VI   |
| (vii)  | Operational Control Procedures (OCP)   | - | Annexure-VII  |
| (viii) | Techno Commercial Bid                  | - | Annexure-XIII |
| (ix)   | Declaration by Transport Carrier       | - | Annexure-IX   |

Date :

Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**(3) Price Bid**

(a) Price Bid

- Annexure-X

**The bid shall be submitted in two parts namely (1) Techno Commercial Bid and (2) Price Bid**

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) of Rs.2 00,000/- (Rupees Two Lakhs Only) by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy

This is only request for an Offer and not Contract.

for Bharat Heavy Electricals Ltd., Trichy

(Jagannadha Rao A V)  
SDGM / WCM  
Bldg. No.61, Stores Admin. Block, Near East Gate  
High Pressure Boiler Plant  
Tiruverumbur, Trichy-620014

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

## **SPECIAL INSTRUCTIONS**

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

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

TENDER NO: WCM/14-15/4019E DT.19.03.2015

## SPECIFIC GUIDELINES

### **1 SIGNING THE TENDER**

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

### **2 QUOTING**

#### **2.1 Participation**

- 2.1.1 Transporters who have been presently put under Hold for Hydraulic Axle Contract or De-Listed by BHEL Trichy or initiated banning action by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit are not eligible to participate in this Tender. If offer submitted by such Carriers will not be considered against this Tender and liable for rejection.
- 2.1.2 During the Tender Finalization process also if any bidder put under Hold **for Hydraulic Axle vehicles** or De-Listed by BHEL Trichy or initiated banning action by Trichy Unit or Banned by BHEL Trichy or any other BHEL unit, then the offer of such Carriers will be rejected as per extant guidelines on suspension of business dealings

Date :  
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## 2.2 Option

- 2.2.1 There are two applications covered under this Tender viz., Application-A (Outbound Despatches) & Application-B (Inbound & DTS Despatches). Each application has two consignment categories viz., Category-I – Non-ODC Consignments & Category-II – ODC Consignments. Each category has 18 Rate Schedules (3 weight Slabs X 3 Length Slabs X 2 Distance Slabs). Totally there are 72 Rate Schedules are covered under this Tender. (18 Rate Schedules \* 2 Categories \* 2 Applications)
- 2.2.2 The bidders may choose to quote for any one or both the Applications i.e. Application A and/or Application B.
- 2.2.3 However within a particular Application, the Bidders need to necessarily quote for all the Consignment Categories (i.e. Non ODC & ODC Consignments) and need to necessarily quote for all the rate schedules within the consignment categories. (i.e. all distance slabs, weight slabs & length slabs). This means partial quoting within an Application is not acceptable and hence such offer for the particular Application will be liable for rejection.

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

- 2.3.1 Quoting the lowest best rate is a must against this Tender. However, Transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirement against demands or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those Transporters.

## 3 METHOD OF EVALUATION OF PRICES

### 3.1 Price Bid Opening

- 3.1.1 **BHEL will finalize the rates through paper price bid opening. Hence Tenderers are requested to give their best prices at the first instance itself.**
- 3.1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- 3.1.3 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- 3.1.4 **In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Open Tender. Alternatively BHEL will exercise their right to resort to re-floating of the Tender either as an Open Tender, Limited Tender with required technically suitable Carriers or give BHEL's acceptable rate as a counter offer to the Carriers who accept same and award Contract accordingly. This is very much essential in the light of the fact that BHEL's dispatch commitments to the Customer's and to fulfil the commitment to add power to the national grid on time.**

Date :  
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## 3.2 Ranking

- 3.2.1 Individual **Rate Schedule-wise ranking** will be done.
- 3.2.2 The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., exclusive of Service tax & Octroi will be the basis for deciding the rank of the Bidder in the Rate schedules.
- 3.2.3 In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Transporter, for that rate schedule, will be on the basis of seniority of their registration with IBA i.e. senior will be given preference first and ranking will be decided accordingly.

## 4 QUANTITY

### 4.1 Tender quantity

- 4.1.1 Since this is a rate Contract, there is no fixed quantity will be awarded to the Carriers. However the notional quantum of 15000MT for Two Years will be arrived as based on the previous despatches.
- 4.1.2 However, BHEL will exercise their right to increase or decrease the notional Tender quantity and split the same among more than one Bidder and place Contracts accordingly

## 5 NUMBER OF CARRIERS REQUIRED

### 5.1 Application wise Number of Carriers

- 5.1.1 BHEL requires **12 Carriers** for award of Contract for each Application for all the Rate Schedules individually.
- 5.1.2 If the number of offers received / technically qualified against a rate schedule is **more than** the required number of Carriers, then the total number of Carriers will be restricted to the required number of Carriers for the particular rate schedule.
- 5.1.3 If the number of offers received / technically qualified against a rate schedule is **less than** the required number of Carriers, then BHEL will award the Contract to the available Carriers in the particular rate schedule **leaving the H1 & H2 Bidders**.
- 5.1.4 At any cost, **H1 & H2 Bidders of a particular rate schedule will not be considered** for counter offer / award of Contract for the particular rate schedule, under whatsoever may be the reason.

## 6 COUNTER OFFER & LOAD DISTRIBUTION

### 6.1 Counter Offering

- 6.1.1 BHEL may order on more than one Bidder, in any of the applications, at the lowest acceptable price to BHEL by counter offering the acceptable price of BHEL to other Bidders
- 6.1.2 Rate Schedule wise Counter offer will be given, in the order of their ranking, till the required number of Vendors accept the counter offer. However if response itself equal to or less than the required number of Vendors, at any cost, H1 & H2 Carrier of each rate schedule will not be considered for counter offering / award of Contract for that rate schedule.

### 6.2 Acceptance of Counter Offer by the Bidders

- 6.2.1 The Carrier may choose to accept the counter offer given for any number of Rate Schedules.
- 6.2.2 BHEL will proceed only with those transporters who have accepted counter offer of BHEL for each Rate Schedule.

Date :  
Place:

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## 6.3 Load Distribution

- 6.3.1 **Individual rate schedule wise load loading seniority will be allotted, based on their rank in the price Bid, and demand will be given in VIS. i.e., individual distance/weight/length slab wise loading seniority will be allotted.**
- 6.3.2 BHEL will allot the load through BHEL's VIS (Vendor Information System)
- 6.3.3 **L1 bidder will be given one demand more in each turn in each rate schedule.** Eg. If Totally 12 Vendors are enlisted, available 4 demands will be given upto L3 (L1 two loads, L2 & L3 one demand each). In the next lot of say 3 demands are to be given, it will be shared by L4 to L6 - one demand each. This turn will be followed (L7, L8 etc.,) in the same way continuously.
- 6.3.4 The Carrier has to confirm the placement of vehicles (accept the VIS demand) within 24 hours from the date of demand in the VIS System of BHEL.
- 6.3.5 However, the Carrier can place the hydraulic axles with prime mover in full assembled condition **within 5 days** (including date of placement of axles in full assembled condition, weekly off & holidays) from the date of demand.
- 6.3.6 If the demand is (i) not accepted / vehicle placement is not confirmed by the Carrier within 24 Hrs. or (ii) after confirmation, if the Carrier fails to place the vehicle within 5 days from the date of demand, then the demand will be displayed as "Open Demand" to all other Carriers excluding the defaulted Carrier.
- 6.3.7 BHEL also would load on first- come- first- served basis, in case of non-response from L1 Bidders within the time frame given to meet the transportation requirement of BHEL.
- 6.3.8 If the counter offers given by BHEL to other than L1 Vendors are not accepted by them, then BHEL will place Contracts to the respective L1 Vendors only – Rate Schedule wise, and those L1 Bidders have to engage minimum of **40 Row of Hydraulic Axles or 4 Prime Movers** (along with adequate number of hydraulic axles), at any point of time, if required by BHEL, to avoid Risk purchase amount recovery from them. If 40 Row of Hydraulic Axles or 4 Prime Movers (along with adequate number of hydraulic axles) are not placed for BHEL despatches, the consignments will be dispatched through others/alternate course of action, duly operating Risk Purchase Clause of the Contract and the extra expenditure, if any will be recovered from such defaulted Carriers.
- 6.3.9 If the counter offers given by BHEL to other than L1 Vendors are accepted by only few or lesser than the required number of Carriers (12 Carriers), then BHEL will place Contracts to those Carriers only, and those Bidders have to engage **minimum of 40 Row of Hydraulic Axles or 4 Prime Movers** (along with adequate number of hydraulic axles) **by each**, at any point of time, if required by BHEL, to avoid Risk purchase amount recovery from them. If 40 Row of Hydraulic Axles or 4 Prime Movers (along with adequate number of hydraulic axles) are not placed for BHEL despatches, the consignments will be dispatched through others/alternate course of action, duly operating Risk Purchase Clause of the Contract and the extra expenditure, if any will be recovered from such defaulted Carriers.

## 7 PROCEDURE TO SUBMIT OFFERS/TENDERS

**7.1 The bids shall be submitted in two parts namely (i) Techno- Commercial Bid (ii) Price Bid.**

### 7.2 Techno - Commercial Bid

- 7.2.1 The bidder shall submit EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) along with the tender by way of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.
- 7.2.2 Techno Commercial Bid consists of the following documents and the same shall be duly signed & stamped by the bidder in all the pages and submitted in full in token of the acceptance of the same.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 7.2.2.1 Annexure-I : Special Instructions  
 7.2.2.2 Annexure-II : Specific Guidelines  
 7.2.2.3 Annexure-III : Integrity Pact  
 7.2.2.4 Annexure-IV : Special Conditions of the Contract  
 7.2.2.5 Annexure-V : General Terms & Conditions of Contract  
 7.2.2.6 Annexure-VI : Safety Conditions  
 7.2.2.7 Annexure-VII: Operational Control Procedures  
 7.2.2.8 Annexure-VIII : Techno Commercial Bid in the proforma duly furnished all the details & documents asked  
 7.2.2.9 Annexure-IX : Declaration by the Bidder
- 7.2.3 The Xerox copies of all the supporting documents enclosed shall be duly **Self-Attested** by the Bidder.
- 7.2.4 All the required documents shall be filed in the same serial as per the format/column of the “Technical and commercial Bid”. **All the pages shall be serially numbered on the right hand side top corner.**
- 7.2.5 Page numbers of the concerned documents also shall be filled in the “Check List” in the column provided.
- 7.2.6 All the above documents shall be submitted in a separate sealed cover super scribing name of the bidder and “Hydraulic Axle Rate Contract 2015-17”, “TECHNO COMMERCIAL BID”, Ref. Tender No. WCM/14-15/4019E dt: 19.03.2015.
- 7.2.7 Offers without relevant documents are liable to be rejected.

### **7.3 Pages to be filled by the tenderers in the techno commercial bid**

- 7.3.1 Information for Communication (Page 44)  
 7.3.2 Statement for bid evaluation on eligibility criteria (Page 47 & 48)  
 7.3.3 Undertaking (Page 48)  
 7.3.4 Checklist (Page 50)

### **7.4 Price Bid**

The price bids shall be submitted in a separate sealed covers super scribing the cover “Hydraulic Axle Rate Contract 2015-17” “PRICE BID FOR TENDER NO. WCM/14-15/4019E dt: 19.03.2015.

### **7.5 Submission of Price bid & Techno Commercial bid**

- 7.5.1 **Totally there will be three separate covers viz., (i) EMD & Tender fee Cover, (ii) Techno Commercial Bid Cover & (iii) Price Bid Cover.** These three covers shall be put in a big common cover duly sealed and submitted. First the EMD & Fee cover will be opened if found in order, then only the Techno Commercial Bid will be opened, otherwise the total offer submitted will be rejected.
- 7.5.2 The Bidder should put EMD & Tender fee in one cover. Techno Commercial Bid (1 Cover – as per above clause 7.2) and Price Bid (1 Cover consisting) **in a single strong cover**, seal it and affix seal on the cover and address the same to SDGM/WCM, Bldg.No.61, Stores Admin. Block, Near East Gate, M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, duly superscripting Tender No., due date and time of opening.
- 7.5.3 Normally Couriers / Speed Post etc., deliver the offers to BHEL everyday by 2.00 p.m only. No delivery is possible on Sunday since Sunday is Holiday for BHEL. Hence the Bidders who are sending the offers by Courier / Speed Post etc., are to ensure that it is sent in such a way, it reaches within the due date & time accordingly.

**7.6 The bidders are requested to submit the bids duly double punched on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the speedy evaluation of the offers.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 8 TENDER DUE DATE

### 8.1 Last date/time for receipt of tender

- 8.1.1 The completed tenders shall reach on or before **10:30 Hrs. on 15.04.2015**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.

### 8.2 Last date/time for opening of tender

- 8.2.1 Sealed covers so received will be opened at Bldg. No.61, 1<sup>st</sup> Floor, Stores Admin Block. (Near East Gate), in BHEL, Tiruchirappalli on **15.04.2015 at 10:35 Hrs.** in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- 8.2.2 Initially only the Techno Commercial bids will be opened on the above due date. The technical evaluation will be made by the Tender Committee nominated by BHEL. Only the price bids of the technically qualified Bidders will be opened for further course of action. The date / time of Price Bid opening will be communicated to the technically qualified Bidders separately on a later date.

### 8.3 Witnessing the tender opening

- 8.3.1 The representative of the Bidder may choose to witness the tender opening have to produce the Authorization Letter, as per the **enclosed proforma**, before opening of the tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the tender opening.
- 8.3.2 Only one representative from one bidder will be allowed to participate in the tender opening.

## 9 VALIDITY OF OFFERS:

- 9.1.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period, BHEL will be entitled to forfeit the EMD paid.
- 9.1.2 After opening the tender, if the tenderer revokes his offer within the validity period or increases his earlier quoted rates, then the EMD submitted by the Bidder will be forfeited.

## 10 ADOPTION OF INTEGRITY PACT

- 10.1.1 BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders/ Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- 10.1.2 The Integrity Pact attached with this Tender is an integral part of commercial terms and conditions of Tender & shall be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the Pact. Any offer received, without attaching the Integrity Pact duly signed and stamped, will be rejected.**
- 10.1.3 The Independent External Monitor (IEM) appointed by BHEL's Corporate Office for this Tender is **Shri V.V.R. Sastry**, (Ex-CMD/ BEL), Address: 957, 9th Main, 3 Stage, 3 Block, Basaveswaranagar, Bangalore-560 079, Ph: +91 80 23225150, email: sastry@gmail.com.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 11 GENERAL INSTRUCTION

### 11.1 Quoting & signing the Tender

- 11.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding Service Tax and Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for Two Years from the date of award of Contract.
- 11.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 11.1.3 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 11.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 11.1.5 The rates shall be quoted only in the schedule attached, both in words and figures. If there is a discrepancy between word & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 11.1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) before submitting their Tenders.
- 11.1.7 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 11.1.8 Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- 11.1.9 Conditional and late Tenders, Tenders which are incomplete or otherwise considered defective with respect to Tender conditions and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original shall be rejected, outrightly, at any point of time during the Tender processing.**
- 11.1.10 During the course of finalization, if the prices offered by L1 Bidders are found to be unrealistic, unworkable with respect to BHEL's PCR, BHEL's estimate, Price Index as published by Office of the Economic Adviser- Ministry of Commerce, General Market rate prevailing, rates obtained by other BHEL Units for similar scope of Rate Contract, BHEL may demand the break up cost element for such rates from the Carriers with appropriate documentary evidence and if not submitted it will be construed that they offered the rates with an ulterior motive to sabotage BHEL Tender process/ tamper Tendering procedure, affecting ordering process. In such cases, BHEL will exercise their right to take appropriate action in line with the procedure /guidelines on suspension of Business dealings with Suppliers/ Contractors. Hence the bidders are to exercise abundant care in submitting their offer with genuineness.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 11.1.11 If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of this Tender, then BHEL WILL REJECT SUCH TENDER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 11.1.12 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 11.1.13 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any point of time, the Tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 11.1.14 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 11.1.15 The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.
- 11.1.16 All the required documents shall be filled in the same serial order as per the format/column of the "techno-commercial bid". All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in "techno- commercial bid" in the boxes provided. All the pages of tender documents are to be duly signed and stamped by the bidder.
- 11.1.17 **In case BHEL find/ notice that Carriers join together, form cartel, or influence others / new Carriers to submit offers in their favour, then BHEL will exercise their right to take severe action against such Carriers including legal action & permanent blacklisting / banning of such Carriers for BHEL's Business**

## 12 CONTRACT AGREEMENT

- 12.1.1 The successful Bidder whose Tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of ₹100/- (Rupees One Hundred only). The Bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Tiruchirapalli-14 to ensure strict compliance with the provisions of the Contract. The Contract agreement shall be executed by the Carriers within 25 days from the date of issue of Contract.
- 12.1.2 If Contract agreement is not executed by the Carrier within the stipulated time, then the EMD submitted by the carrier will be forfeited.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

---

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

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

hereby authorizing ..... (name of the

representative) to participate in the tender opening of BHEL Trichy for Hydraulic Axle Rate

Contract 2015-17.

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

(Signature of the representative)

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, Contract/s for .....  
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

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

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

## **Section 5 - Previous Transgression**

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

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

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

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

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

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

## **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

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

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

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

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

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

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**Section 9 - Pact Duration**

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

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

**Section 10 - Other Provisions**

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

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

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

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

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

.....

.....

For & On behalf of the Principal  
(Office Seal)

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

Place-----

Place-----

Date-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....

.....

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **1 SCOPE OF WORK:**

Transportation of consignments **weighing more than 35MTs but less than 100MTs**, by Road, using **Hydraulic Axles Modular Vehicles with prime Mover (Puller), required spacers, other implements etc.,**

### **2 TENURE OF CONTRACT**

#### **2.1 Tenure**

2.1.1 The transport Contract is valid for **2 (two) years** from the date of award of Contract by BHEL, Trichy. (Tentatively from 16.07.2015 to 15.07.2017)

2.1.2 The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs will cover in the Contract period.

#### **2.2 Extension of Contract**

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

### **3 MOTOR VEHICLE ACT & CAPACITY OF AXLES**

#### **3.1 M.V. ACT**

3.1.1 As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable.

#### **3.2 AXLES & PRIME MOVER CAPACITY / NUMBER OF AXLES / IMPLEMENTS**

3.2.1 It is the sole responsibility of the transporter to place and transport the BHEL consignments through adequate number of suitable carrying capacity of Hydraulic Axles with suitable capacity prime movers & other implements, to suit the weight/dimensions of the consignment.

3.2.2 All BHEL consignments shall be transported only in fully insured vehicles. Any damage / loss and all consequential incurrence of expenditures due to wrong / improper deployment of vehicles and also violation / non-compliance of rules, laws, procedures connected is to the transporter's account.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 4 RATE:-

### 4.1 DIESEL PRICE VARIATION CLAUSE (PVC)

The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel price Variation Clause as given below:-

- 4.1.1 Increase/decrease in diesel rates subsequent to the Techno Commercial Bid Opening shall be reviewed by BHEL for revising the Contract rates accordingly.
- 4.1.2 For this purpose, the freight rate will be divided into two elements viz., **(i) Fixed cost of 80% & (ii) Diesel cost - i.e. variable cost of 20%.**
- 4.1.3 Hence whatever increase/decrease in the diesel price, PVC will to be applied on this 20% of the freight rate only. For example say the diesel rate is increased/decreased by 5%, then we need to increase/reduce the variable cost (i.e. 20% of the freight rate) by 5%.
- 4.1.4 The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5%. (i.e. 5%, 10%, 15% etc..) from the base/reference diesel rate.
- 4.1.5 The reference diesel rate shall be the actual diesel rate as on **date of opening of Techno Commercial Bid.** The rates of diesel will be calculated on the basis of the rates published by IOCL / HPCL website ([www.iocl.com](http://www.iocl.com) / [www.hindustanpertroleum.com](http://www.hindustanpertroleum.com) ) prevailing at (i) Trichy or (ii) Chennai, if the Trichy rate is not available.
- 4.1.6 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

### 4.2 TAXES AND DUTIES

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

### 4.3 OCTROI CHARGES:-

- 4.3.1 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.
- 4.3.2 Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be the account of transporter for payment of Octroi where ever applicable.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 5 INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL

- 5.1.1 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.

## 6 ROUTE, ROAD SURVEY, PERMIT ETC.

### 6.1 ROAD SURVEY

- 6.1.1 Up to 54 MT no prior route survey is required. However route approval to be obtained by Transporter from BHEL before placement of Axles. If there is any deviation in the approved route, the Transporter has to get prior approval from BHEL before proceeding further.
- 6.1.2 For >54 >100 MT, prior route survey is required on case to case basis. If required, on case to case basis, BHEL will conduct route survey, at BHEL's Cost and the Transporter has to follow that route strictly.
- 6.1.3 However route approval to be obtained by Transporter from BHEL before placement of Axles. If there is any deviation in the approved route, the Transporter has to get prior approval from BHEL before proceeding further.
- 6.1.4 However, It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

### 6.2 PERMIT

- 6.2.1 The transport carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of transport carrier. The carrier shall take care of all formalities/clearances from various authorities like Government departments, MoRTH, NHAI, PWD, Transport Commissioners, Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, Public Works Dept., Highways, Forest Irrigation, Police, and Regional Transport Offices etc. for speedy transportation.
- 6.2.2 The transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved including MoRTH Fee. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification.
- 6.2.3 Considering the strength and the traffic conditions of the roads, culverts and bridges and their safety and to facilitate smooth operation of Hydraulic Trailers for safe transportation of consignments where ever Government of India and or State Governments have laid down certain specific guidelines, notifications and procedures etc., the transport carriers / vehicle owners shall comply with such rules, regulations and procedures.**
- 6.2.4 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles and pay MoRTH fee, if any, on his own Risk & Cost.

## 7 DESIGN WEIGHT

BHEL design weight will be the authorized weight for Freight payment wherever design weights are available (unless of course there is any clerical error)

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 8 PILOT VEHICLE & ESCORT TEAM

It is the responsibility of the Contractor to provide a pilot vehicle (in case requirement expressed by BHEL) to accompany the loaded trailer at Contractor's Cost in case it is felt essential. Where BHEL intend to depute an escort (an official of BHEL) for the consignment, he should be allowed to accompany the same team / vehicle up to the destination free of cost.

## 9 TRANSIT TIME AND PENALTY

### 9.1 TRANSIT TIME

- 9.1.1 Transit period shall be reckoned based on average run of **80 KM PER DAY** for width of the consignment up to 3.5 meters and/or height of the consignment up to 3 meters. **50 KM PER DAY** will be allowed for the consignments of **width beyond 3.5 meters and/or height beyond 3 meters**. Number of days will be calculated excluding date of dispatch / exit from our factory and date of report /delivery at destination.
- 9.1.2 In addition to the normal time allowed above, grace time of Two days is allowed to provide for any unforeseen contingency in transportation.
- 9.1.3 In cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.
- 9.1.4 Grace period for delay in obtaining permissions from RTA / MoRTH shall be provided on case to case basis and decided by Head of Logistics.

### 9.2 PENALTY FOR DELAYED DELIVERY

- 9.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **0.25% of the freight per day** subject to maximum of 20% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.
- 9.2.2 However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**
- 9.2.3 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial at Trichy will be the basis for calculation of penalty.
- 9.2.4 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **10 PENALTY FOR NON PLACEMENT OF AXLES IN FULL ASSEMBLED CONDITION**

### **10.1 Notice Time for placement of Vehicles**

- 10.1.1 The Carrier has to confirm the placement of vehicles (accept the VIS demand) within 24 hours from the date of demand in the VIS System of BHEL.
- 10.1.2 However, the Carrier can place the hydraulic axles with prime mover in full assembled condition **within 5 days** (including date of placement of axles in full assembled condition, weekly off & holidays) from the date of demand.
- 10.1.3 If the demand is not accepted / vehicle placement is not confirmed by the Carrier within 24 hrs, then the demand will be displayed as “Open Demand” to all other Carriers excluding the defaulted Carrier.

### **10.2 Penalty for Non-placement of Vehicles**

- 10.2.1 If the demand is (i) not accepted / vehicle placement is not confirmed by the Carrier within 24 Hrs. or (ii) after confirmation, if the Carrier fails to place the vehicle within 5 days from the date of demand, then also the demand will be displayed as “Open Demand” and a penalty of **Rs.6000/- per demand** shall be levied to the defaulted Carrier towards non placement of vehicle.

## **11 TRANSHIPMENT**

- 11.1.1 BHEL expect the consignments to be transported in the same vehicle without transshipment en route. However, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR WCM in advance and obtain prior permission from BHEL, not below the rank of SR.MANAGER.
- 11.1.2 Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise.
- 11.1.3 Unauthorized transshipment will be considered as violation of Contract condition and suitable action will be taken as per BHEL’s policy & guidelines.

## **12 DETENTION CHARGES**

### **12.1 Payment of Detention Charges at Loading Point**

- 12.1.1 Before loading the consignments, BHEL/Loading Agency will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the consignments will be loaded. After fulfilling these requirements, if the consignment is not loaded **within 5 days** (including date of placement of vehicle at loading point, Weekly off and Holidays), for idling of the axles / prime mover / other implements / crew etc., detention charges shall be paid from 6<sup>th</sup> day onwards at the rate of **Rs. 6000/- per day**.

### **12.2 Payment of Detention Charges at Unloading Point**

- 12.2.1 Efforts will be taken by BHEL to unload the material at unloading point immediately without any delay. However, in case of detention of the vehicle, with load , for more than 5 days (including date of reporting of vehicle at unloading point, Weekly off and Holidays) at the point of unloading, Detention Charges shall be paid from 6<sup>th</sup> day onwards at the rate of **Rs. 9000/- per day**

- 12.3 Detention charges are payable only when the number of days exceeds free period at both loading and unloading point taken together the sum total.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 12.4 Eligibility for Detention Charges

- 12.4.1 If the vehicles report after 10 AM at loading point then the date of report shall be taken as 10 AM on the next working day for the purpose of payment of detention charges.
- 12.4.2 Detention at Site shall be paid based on the Gate Entry at Site / endorsement of any BHEL Site Officials with signature & official seal.
- 12.4.3 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Shipping / Stores / Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be entertained.
- 12.4.4 However, no detention charges will be payable for the reporting day which falls on Sunday / General / Public Holidays.
- 12.4.5 Certification from the executive not below the Rank of DGM of user agency (Shipping / Commercial / MM / Others) is required for payment of Detention charges upto 30 days. For payment of detention Charges for more than 30 Days, Certification from the executive not below the Rank of AGM of user agency (Shipping / Commercial / MM / Others) is required.

## 13 SECURITY DEPOSIT

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

The security deposit shall not carry any interest.

### 13.1 Security Deposit Amount

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

### 13.2 Mode of Remittance of Security Deposit

- 13.2.1 Pay Order, Demand Draft in favour of BHEL.
- 13.2.2 Local cheques of scheduled banks, subject to realization.
- 13.2.3 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 13.2.4 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 13.2.5 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 13.2.6 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 13.2.7 Acceptance of Security Deposit against Sl. No. (13.2.3) and (13.2.5) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**13.2.8 EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**

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

**13.3.1 Initial Security Deposit**

13.3.1.1 The EMD of the successful Tenderer will be converted and adjusted against the Security Deposit

13.3.1.2 Then the successful Tenderer, after issue of Letter of Intent, is required to be furnish Bank Guarantee for a value of ₹ 2,00,000/-

**13.3.2 Balance Security Deposit**

13.3.2.1 **When the total billing value exceeds ₹ 50 Lakhs, then, the Contractor may submit another Bank Guaranty for ₹ 4,00,000/- in advance for each ₹ 50 Lakhs Bill Value** otherwise the balance Security Deposit will be recovered from the each running bills of the Contractor at the rate of 5% o as per the above Clause 13.1

**13.4 Refund of Security Deposit**

13.4.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.

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

**13.5 Forfeit of Security Deposit**

13.5.1 In case of an Award of a Contract and if the Transport Carrier fails to perform, the Security Deposit will not be refunded / Bank Guarantee will be encashed.

**14 RISK PURCHASE**

In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

**15 BILLS & PAYMENT**

**15.1 Time of Submission**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 15.2 Mode of Payment

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

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

## 16 INSURANCE

### 16.1 Transit Insurance

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

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

16.1.2 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 them.

16.1.3 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.

### 16.2 Damage / Loss

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

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

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

### 16.3 Open Delivery

In case of any visible damage/ suspected damage in the consignment, the carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued 10.1 Notice Time for placement of Vehicles along with the consignment, duly signed by both parties.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **16.4 Accidents**

- 16.4.1 All accidents at any point shall be reported to agency concerned and BHEL/LOGISTICS in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- 16.4.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or BHEL/LOGISTICS as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and BHEL/LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

## **17 LASHING AND SECURING**

- 17.1.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 17.1.2 The transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 17.1.3 The lashing of the consignment is to be carried out by the Transporter with suitable ropes / tapes and suitable number of locations. Chain Slings should not be used for lashing purpose. To avoid rubbing on the metal surface suitable rubber pad / packing shall be given between rope / tape and the job

## **18 LOADING AND UNLOADING.**

Loading and unloading at despatch station and destination (i.e. at sites) BHEL/ Sites will be taken care of by the consignor or Consignee. However loading and unloading at any other places due to any reason, will be the responsibility of the carriers only and no claim on this account will be entertained by BHEL

## **19 GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-**

### **19.1 GC / LR / LWB**

- 19.1.1 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 19.1.2 The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, will take appropriate action.
- 19.1.3 Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

Date :  
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(Authorized Signatory)

- 19.1.4 The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C.Note
- 19.1.5 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.
- 19.1.6 The Carrier should feed systematic information viz.,GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will stop further loads.
- 19.1.7 The carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the transport carrier and view the above as the violation of the Contract.

## **19.2 EXCISE INVOICE**

- 19.2.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED 'should be made in the Lorry Way Bill.
- 19.2.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 19.2.3 In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

## **20 DESPATCH OCUMENTS& ENROUTE DOCUMENTS**

### **20.1 Despatch Documents**

- 20.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- 20.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- 20.1.3 The transport carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, LOGISTICS by the transport carrier concerned.

Date :  
Place:

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(Authorized Signatory)

- 20.1.4 Wherever FORM 31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.
- 20.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

## **20.2 Enroute Documents**

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

## **21 VEHICLE, CREW, MAINTANENCE AND STATUTOTORY REQUIREMENTS.**

The Contractors shall provide suitable vehicles for the transportation of the subject consignments. The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card(wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The transporters shall also appoint and provide at their own cost for each vehicle a driver, assistant and other company staff as may be necessary at loading and unloading points.. If demanded by BHEL Officials, the original RC Book and Driving License etc shall be produced for verification.

## **22 OWNERSHIP OF VEHICLES**

BHEL prefer their consignments being carried in the contractor's own vehicles with valid permit, insurance etc. In case, any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior written permission from Shipping Logistics who will grant such permission.

It will be necessary that in case of hired vehicle, the Carrier should produce the agreement entered into between the tenderer and the owner of the vehicle to be used for the transportation.

The agreement shall spell out clearly that the maintenance and running of the vehicle shall be under the sole responsibility of the tenderer and the responsibility of the delivering the consignment in time shall be with the tenderer. The vehicle should not be withdrawn under any circumstances after loading the material till delivering the consignment at destination.

Should any dispute arise in their deal, it would be viewed with disfavor. In any case, the contractor will be solely responsible for the safe delivery of the consignment without prejudice to any other rights or any other remedy to proceed against the contractor.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 23 ROUTE AND DISTANCE

### 23.1 ROUTE

- 23.1.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
- 23.1.2 Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL. The Contractor, in such cases will furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route, if any filling of Diesel etc., along with his bills establishing the fact that he has used the longer route, so authorized.

### 23.2 DISTANCE

- 23.2.1 The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).
- 23.2.2 BHEL will to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
- 23.2.3 Wherever the particular station is not exhibited in the SAP system of BHEL Trichy, the distance shall be calculated as per the order of priority as specified below:
- 23.2.3.1 Route map of India prepared by the Survey of India.
- 23.2.3.2 Maps.yahoo.com (website)
- 23.2.3.3 Maps.google.com (website)

## 24 VEHICLE MONITORING

Monitoring of BHEL consignment will have to be made through online web based system or by demand or means of GPS from booking till delivery of the consignment.

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

In addition to the daily reporting on the movement of loaded trailer, the Contractor should also give intimation to all concerned not more than six days in advance regarding the expected date of reaching of the vehicle at Site.

## 25 EMS, SECURITY AND SAFETY REGULATION

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

All the safety precautions required in transportation such as lashing, providing of red flags/light, pilot, escort etc. as may be required is the responsibility of the carrier and should be ensured. Any other supporting materials provided by BHEL are to be returned or otherwise the cost of the same will be deducted from the carrier's bills. In case it is unloaded in site, the remark to this effect should be obtained by the carrier in Lorry Way Bill.

Date :  
Place:

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(Authorized Signatory)

## **26 PERFORMANCE MONITORING AND EVALUATION**

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

### **26.1 Performance Evaluation of the Carriers will be based on the following Factors**

- 26.1.1.1 Number of vehicle placed against number of demands given.
- 26.1.1.2 Delivery in time
- 26.1.1.3 Delivery without damage or loss
- 26.1.1.4 Transhipments enroute

## **27 INDEMNITY:**

- 27.1.1 The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 27.1.2 The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.
- 27.1.3 The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
  - 27.1.3.1 Observance of Labour & Industrial Laws.
  - 27.1.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
  - 27.1.3.3 Documentary compliance relating to freight billing.
  - 27.1.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

## **28 ARBITRATION**

Any dispute arising out of this Contract shall be referred to the Executive Director, Bharat Heavy Electricals Limited, Tiruchirappalli-620014 or his authorized Representative for sole arbitration and his decision shall be final and binding on both the parties. Arbitration will be conducted at Trichy.

## **29 JURISDICTION**

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

Date :  
Place:

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(Authorized Signatory)

## **30 RIGHTS**

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

## **31 RESPONSIBILITY OF THE TRANSPORTERS**

- 31.1 The Transporter is to satisfy himself regarding the condition of the Hydraulic Axles, their road worthiness, certification of fitness, from the Statutory Authorities and other such details, not specifically mentioned herein.
- 31.2 The Transporters should know the Route for this Tender, through which the subject consignment has to be transported, so that safety of the consignment can be ensured, prior to submission of Offer for transportation, is the sole responsibility of the Transporter.
- 31.3 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 31.4 Obtaining permission for transportation of the subject consignment (of weight, specified in the Tender), from all Statutory Authorities like State Governments, Central Government, RTOs, NHAI, Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, PWDs, Forests, Irrigation, Police or any other Authority, specifically not mentioned herein, required for speedy and safe transportation of the consignment, is the sole responsibility of the Transporter.
- 31.5 Finalization of the States of India and Routes within the States, through which the subject consignment, is to be transported, or adoption of alternate methods / procedures / routes, to ensure safe transportation of the consignment, will be at the sole discretion of the Transporter.
- 31.6 BHEL shall not be responsible for and shall remain absolved of any complication, hardship, hindrance, financial or any other implications, not specifically brought out herein, in respect of any of the above clauses and as such shall not entertain any discussions /arguments /excuses / correspondence, in this regard.
- 31.7 The Transporter has to clearly understand that once the offer is submitted and order is placed, for movement of the subject consignments, failure to place the required no. of Axles and move the Consignment, will be construed as non-compliance, on the part of the Transporter and BHEL will be free to resort to remedies, as deemed fit, including transportation of the consignment, through other means, at the risk of the Transporter, forfeit of EMD etc.

**THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

TENDER NO: WCM/14-15/4019E DT.19.03.2015

## GENERAL TERMS & CONDITIONS OF THE CONTRACT

### 1 GENERAL TERMS:-

#### 1.1 Definitions

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

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

Date :  
Place:

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## **2 GENERAL CONDITIONS :-**

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

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

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

### **2.2 Deviations:-**

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

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

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

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

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

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

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

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

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.7 Security Deposit:-**

The security deposit shall not carry any interest.

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

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

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

## **2.8 Refund of Security Deposit:-**

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

## **2.9 Orders under the Contract:-**

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

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

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SDGM/WCM, to act in his stead.

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

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.11 Labour:-**

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

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

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

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

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

## **2.14 Laws governing the Contract:-**

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

## **2.15 Cancellation of Contract for Corrupt Acts:-**

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

If the Contractor shall:-

- 2.15.1 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- 2.15.2 enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- 2.15.3 obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.16 Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:-**

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

If the Contractor,

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

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

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

OR

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

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

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

## **2.17 Cancellation of contract in part of full for contractor's default:**

**If the Contractor:**

- 2.17.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM / WCM, or his authorised representative ;
- 2.17.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- 2.17.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SDGM / WCM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SDGM / WCM or the same shall be recovered from the Contractor by other means.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

2.17.4 In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SDGM / WCM, whose decision shall be final and conclusive.

## **2.18 Termination of Contract on Death of Contractor. :-**

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

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

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

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

2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SDGM / WCM., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

2.20.2 Deviation from the items provided in the contract documents.

2.20.3 Extra items / new items of work.

2.20.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

## **2.21 Recovery from Contractor:-**

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

## **2.22 Post Technical Audit of Work and Bills:-**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.23 Force Majeure Clause:-**

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

## **2.24 Signing of Contract:-**

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

## **2.25 Statutory Requirements:**

- 2.25.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 2.25.2
- 2.25.3 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2.25.4
- 2.25.5 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.25.6 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.25.7
- 2.25.8 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

## **2.26 Registers & Records:-**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### **2.27 Remote Transactions:-**

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

### **2.28 Change in Constitution of Firm:-**

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

### **2.29 Lien of Consignments:-**

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

### **2.30 Employer Interests:-**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

TENDER NO: WCM/14-15/4019E DT.19.03.2015

## SAFETY CONDITIONS

### **1 General**

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

### **2. Handling of Vehicles inside BHEL Trichy**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### 3. Shipping


- a. Strong side supports should be provided on both sides of the vehicle if required. The side supports if any should be fixed in such a way that it cannot be removed even temporarily.
- b. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- c. The stacking of loads on the axles should be evenly placed. The load should not be heaped together or dumped over the chassis.
- d. The load on the axles should not be beyond its standard capacity. The carrying capacity must be clearly marked on the vehicle also.
- e. The loaded materials should be fastened tightly with wire rope and padding arrangement to avoid metal to metal contact. Coil rope should not at all be used.
- f. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- g. There must be minimum two fastening and it should be more in case of lengthier loads.
- h. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- i. While loading/unloading proper slinging practice should be followed.
- j. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
- k. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

## **OPERATIONAL CONTROL PROCEDURE**

 70-943/A	<b>HEALTH , SAFETY &amp; ENVIRONMENTAL MANAGEMENT SYSTEM</b>	<b>Rev.</b>	<b>002</b>
		<b>Date</b>	<b>13.12.14</b>
<b>OCP:LOG:001:S</b>	<b>OPERATIONAL CONTROL PROCEDURE</b> {Ref: HSEMS Manual Section 4.3.1.a & 4.4.6}	<b>Page</b>	<b>1 of 1</b>

- 1.0 Purpose : To ensure safety in transporting materials through Lorry Trailer, Hydraulic Axle Modular vehicles etc.
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere.
- 3.0 Responsibility : Competent authority in LOGISTICS.
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:2007 – Clause 4.4.6  
Central Motor Vehicles Act and Rules  
Tender / Contract conditions given by BHEL.  
Record of Hazard and Risk

### 6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113,114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Logistics department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Vehicle Owner / Transporter
16	Review of accidents/damages to materials	Logistics

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# ANNEXURE-VIII

TENDER NO: WCM/14-15/4019E DT.19.03.2015

## TECHNO-COMMERCIAL BID

The following informations are required for communication for Tender finalization

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

DD Towards EMD of Rs.2,00,000/- (Rupees Two Lakhs Only)		
Sl	Description	Details to be filled by the Bidder
1	DD Number & Date	
2	Name of the Bank & Branch	

**PAN Number:** -----

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# **ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION**

## **ELIGIBILITY / SELECTION CRITERIA**

### **Important Note:-**

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

## **1 AFFIDAVIT**

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

## **2 EARNEST MONEY DEPOSIT (EMD)**

### **2.1 EMD**

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

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

- 3.1.1 In case of Single Ownership / Proprietorship establishment, relevant documentary proof for proof of Ownership / Proprietorship shall be enclosed
- 3.1.2 In case of other types of establishment, copy relevant documents as a proof of registration (Certification of Incorporation, Partnership Deed, Demerger Document, as applicable etc. duly signed by competent authorities) shall be enclosed
- 3.1.3 Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

## **4 FLEET OWNERSHIP:**

- 4.1.1 The Tenderer should own a Minimum number of Vehicles as given below (Ownership either in the name of the Company or in the name of Partners/Directors) and all confirming to the relevant provisions of MV Act.

- **Prime Mover / Puller : 4 Nos.**
- **Hydraulic Axles : 40 Row of Axles.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

4.1.2 **List of Vehicles** with Registration numbers is to be furnished along with Photostat copies of R.C Books of the Prime Movers & Axles duly self-attested by the Bidder.

4.1.3 Also Self-Attested Gazette Notifications of each Hydraulic Axles (for which Photostat copies of RC Books are attached) are to be enclosed.

## **5 IBA RECOMMENDATION:**

5.1.1 The Tenderer should have an **IBA** recommendation and shall also ensure that the same is valid throughout the currency of the Contract. Self-attested copy of currently valid IBA Certificate shall be enclosed by the Bidder.

5.1.2 In case identical rates are quoted by more than one bidder, the selection of required number of transporters will be on the basis of seniority of registration with IBA.

## **6 FINANCIAL SOUNDNESS**

### **6.1 AUDITED PROFIT AND LOSS ACCOUNT & BALANCE SHEET (OR) INCOME TAX RETURNS**

6.1.1 **Audited Profit & Loss account and Balance Sheet for any of the two consecutive Years 2010-11, 2011-12, 2012-13 & 2013-14** duly audited / certified by a Practitioner/Chartered Accountant (registered with Institute of Chartered Accountants of India) with membership number, shall be enclosed.

(OR)

6.1.2 Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for any of the two consecutive Assessment Years out of **Assessment years 2011-12, 2012-13, 2013-14, 2014-15** shall be enclosed.

### **6.2 PAN CARD :**

6.2.1 Self-attested Copy of PAN Card shall be enclosed.

## **7 EXPERIENCE**

7.1.1 The Tenderers shall submit documentary proof for having experience in the field of transportation of single piece consignments weighing more than 35 MT.

## **8 INTEGRITY PACT**

8.1.1 The Integrity Pact attached with the tender is an integral part of tender terms & conditions. The Integrity Pact should be duly filled in, signed by authorized Signatory in all pages with due witness and affixed with official seal and sent along with the Techno-Commercial bid.

8.1.2 The offers of the Tenderers who have not furnished the above Integrity Pact duly signed by them will not be considered as technically qualified and hence their offer will be rejected and not processed further. Integrity Pact is one of the qualifying / eligibility criteria of the tender.

## **9 DECLARATION**

9.1.1 Declaration in Bidders Letterhead as per Annexure shall be enclosed.

## **10 CORRIGENDUM, IF ANY**

10.1.1 Corrigendum, if any, shall be enclosed.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**STATEMENT FOR BID-EVALUATION ON ELIGIBILITY CRITERIA**  
(to be filled in by the Bidder)

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

SL	Particulars	Compliance status	
		Please furnish details / enclose supporting documents / Tick (✓) in the appropriate box as applicable.	
1	Affidavit	<input type="checkbox"/> Furnished	<input type="checkbox"/> Not Furnished
2	EMD	DD No. & Date: Bank & Branch:	
3	Status of the Company	Please Tick (✓) in the appropriate box	
3.1	Public Limited Company	<input type="checkbox"/>	
3.2	Private Limited Company	<input type="checkbox"/>	
3.3	Partnership firm	<input type="checkbox"/>	
3.4	Single ownership	<input type="checkbox"/>	
3.5	Others (Specify)	<input type="checkbox"/>	
3.6	Type of Proof Enclosed (Memorandum of Articles of the Company, Power of Attorney, Partnership Deed, demerger document as applicable etc .,)		
3.7	Registration No.	Reference Number : Date :	
4	Fleet Ownership		
4.1	Prime Mover / Puller	Self-Attested copy of 4 prime Movers <input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed	
4.2	Hydraulic Axles	Self-Attested RC Book copy of 40 Row of Axles <input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed  Self-Attested copy of Gazette notification for 40 Row of Axles mentioned above <input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed	
5	IBA approval	IBA Number : Valid upto :	
6	Financial Soundness		
6.1	Audited Profit & Loss Account and Balance Sheet (or) Income tax returns for two consecutive years.	<b>Assmt Year</b>	Please Tick (✓) in the appropriate box
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
6.2	Income Tax PAN No. (PAN Card copy shall be enclosed)		

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

7	Documentary proof for having experience in the field of transportation of consignments through Hydraulic Axles.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	Integrity Pact	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
9	Declaration in Letterhead	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
10	Corrigendum, if any.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

**NOTE**

01. All the Xerox copies enclosed shall be Self-Attested by the Bidder. The bidder shall sign on all the pages of the Tender Document and affix his seal

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

1. Information for Communication (Page 44)
2. Statement for bid evaluation on eligibility criteria (Page 47 & 48)
3. Undertaking (Page 48)
4. Checklist (Page 50)

**UNDER TAKING**

Herewith, we..... (Name of the Bidder),  
certify the following :-

- (i) **We have fully understood the technical requirements of the tender and the type of vehicles to be deployed for transportation against the various rate schedules and have quoted accordingly**
- (ii) **We shall abide by the terms and conditions of TENDER NO: WCM/14-15/4019E DT.19.03.2015**
- (iii) **We have not been suspended or black listed by any BHEL Unit**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

NON-JUDICIAL STAMP PAPER VALUED RS.100/- AND DULY NOTARIZED)**AFFIDAVIT****TENDER NO: WCM/14-15/4019E DT.19.03.2015**

We .....(Name & Address of bidder) disclose/confirm the following:-

- (a) The details of our Group concerns or affiliates etc. who are also engaged in Transportation Business are given below:-

SL No	Company Name	Directors / Partners / Proprietor Name as applicable	DIN / PAN Number or Partnership Deed registration number if applicable
1			
2			
3, etc.,			

\*\*Note: (i) If none of your Group concerns or affiliates etc. are also engaged in Transportation Business, kindly write "Not applicable" in the table cells.

(ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

- (b) We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- (c) We confirm that other than us (.....*Name of bidder*), none of our 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).
- (d) 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 provisions or BHEL guidelines, including "Guidelines for Suspension of Business Dealings" without any liability for any compensation to us (-----*Name of bidder*) if,
- (i) BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)
- (ii) any document submitted by us was fake or forged (or)
- (iii) 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.
- (e) We confirm that we have not changed any information in tender documents submitted.
- (f) We confirm that at any point of time we will place minimum 4 Prime movers along with required number of axles (or) 40 Row of Axles for BHEL despatches if demanded. Also we confirm the fitness validity and Road Permit Validity of axles and prime movers during currency of contract.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

SL No.	Particulars	Tick (✓) for confirmation of document enclosures	Page Nos. where documents are attached.
1	Affidavit		
2	Proof for Status of the Company Enclosed (Memorandum of Articles of the Company , Power of Attorney, Partnership Deed, demerger document as applicable etc .,)		
3	Copy of RC Books along with currently valid FC & Road Permit.		
3.1	Prime Movers / Pullers		
3.2	Hydraulic Axles		
3.3	Gazette Notification		
4	IBA approval		
5	Financial Soundness		
5.1	Balance Sheet		
5.2	Profit & Loss Account		
5.3	Income Tax proof having submitted the returns		
5.4	Copy of PAN Card		
6	Document proof for experience		
7	Integrity Pact		
8	Declaration in Bidder's Letterhead		
9	Corrigendum, if any.		

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

**DECLARATION BY**  
**TRANSPORT**  
**CARRIER**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

**HYDRAULIC AXLES RATE CONTRACT 2015-17**

**DECLARATION**

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

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: WCM/14-15/4019E DT.19.03.2015**

## PRICE BID

### SPECIAL INSTRUCTIONS

01. If two consignments each weighing more than 35MT is to be dispatched to the same site, then these two consignments can be clubbed and transported by using single puller with adequate number of axles at a time. If two consignments of say 40+35 MT are loaded in a single puller then the rates corresponding to 75 MT slab will apply for freight payment purpose.
02. In the first distance slab of “upto 700 km”, the minimum chargeable distance would be 200 km. In other words even if the distance is less than 200 km, freight will be paid for 200 km in this slab.
03. 10% extra charges on the basic freight for Hill Stations in North Eastern Region & up Simla
04. Instead of adding number of axles, spacers also can be jointed between the two set of axles complying with the applicable statutory requirements. However based on the consignment profile and supporting points, spacer or extra axles can be decided by the Transport Carrier.
05. Overhanging of the consignments, in length, is not allowed.

### CONSIGNMENT SPREAD

The indicative consignment dimensions range based on past experience is furnished below to enable Carriers to understand the pattern and quote the prices accordingly.

#### **Weight Slabs vs Distance Slab**

SL No	Slab	Upto 54 MT	>54 to 81 MT	>81 <100 MT
1	0-700 KM	4 %	3 %	2%
2	Above 700 KM	59 %	21%	11%

#### **Weight Slabs vs Length Slab**

SL No	Slab	Upto 54 MT	>54 to 81 MT	>81 <100 MT
1	Up to 12 Meter	23%	8%	5%
2	>12 to 18 Meter	20%	14%	7%
3	>18 to 24 Meter	21%	1%	1%

#### **Weight Slabs vs Width Slab**

SL No	Slab	Upto 54 MT	>54 to 81 MT	>81 <100 MT
1	Width up to 3.5Meter	54%	10%	6%
2	>3.5 to 4.5 Meters	10%	13%	7%

#### **Weight Slabs vs height Slab**

SL No	Slab	Upto 54 MT	>54 to 81 MT	>81 <100 MT
1	Height up to 3Meter	60%	23%	12%
2	>3 to 4.5 Meters	3%	1%	1%

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**APPLICATION-A – BHEL / TRICHY OUTBOUND DESPATCHES**

**Category-I - Non-ODC Consignments**

**Dimensions : Width up to 3.50 Meters and Height up to 3.00 Meters**

**SCOPE OF WORK:** Transportation of Consignments weighing more than 35MT but less than 100MTs, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from BHEL Trichy & Sub-Vendor Works located within 40 km. radius from BHEL Trichy to Anywhere in India (Trichy Outbound Consignments)**

SL	Weight Slab	Distance Slab ↓ Length Slab →	Rate in ₹ per km per MT excluding Service Tax & Octroi Charges					
			Sch	Upto 12 Meter	Sch	>12 to 18 Meter	Sch	>18 to 24.5 Meter
1	Weight > 35MT upto 54 MT	Upto 700 km.	HA111	₹...../- Rupees..... .....only	HA112	₹...../- Rupees..... .....only	HA113	₹...../- Rupees..... .....only
		>700 km.	HA121	₹...../- Rupees..... .....only	HA122	₹...../- Rupees..... .....only	HA123	₹...../- Rupees..... .....only
2	Weight >54 MT upto 81 MT	Upto 700 km.	HA211	₹...../- Rupees..... .....only	HA212	₹...../- Rupees..... .....only	HA213	₹...../- Rupees..... .....only
		>700 km.	HA221	₹...../- Rupees..... .....only	HA222	₹...../- Rupees..... .....only	HA223	₹...../- Rupees..... .....only
3	Weight >81 MT & <100 MT	Upto 700 km.	HA311	₹...../- Rupees..... .....only	HA312	₹...../- Rupees..... .....only	HA313	₹...../- Rupees..... .....only
		>700 km.	HA321	₹...../- Rupees..... .....only	HA322	₹...../- Rupees..... .....only	HA323	₹...../- Rupees..... .....only

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**APPLICATION-A – BHEL / TRICHY OUTBOUND DESPATCHES**

**Category-II - ODC Consignments**

**Dimensions : Width beyond 3.50 Meters & upto 4.5 Meters and/or Height beyond 3.00 Meters & upto 4.5 Meters**

**SCOPE OF WORK:** Transportation of Consignments weighing more than 35MT but less than 100MTs, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from BHEL Trichy & Sub-Vendor Works located within 40 km. radius from BHEL Trichy to Anywhere in India (Trichy Outbound Consignments)**

SL	Weight Slab	Distance Slab ↓ Length Slab →	Rate in ₹ per km per MT excluding Service Tax & Octroi Charges					
			Sch	Upto 12 Meter	Sch	>12 to 18 Meter	Sch	>18 to 24.5 Meter
1	Weight > 35MT upto 54 MT	Upto 700 km.	HB111	₹...../- Rupees..... .....only	HB112	₹...../- Rupees..... .....only	HB113	₹...../- Rupees..... .....only
		>700 km.	HB121	₹...../- Rupees..... .....only	HB122	₹...../- Rupees..... .....only	HB123	₹...../- Rupees..... .....only
2	Weight >54 MT upto 81 MT	Upto 700 km.	HB211	₹...../- Rupees..... .....only	HB212	₹...../- Rupees..... .....only	HB213	₹...../- Rupees..... .....only
		>700 km.	HB221	₹...../- Rupees..... .....only	HB222	₹...../- Rupees..... .....only	HB223	₹...../- Rupees..... .....only
3	Weight >81 MT & <100 MT	Upto 700 km.	HB311	₹...../- Rupees..... .....only	HB312	₹...../- Rupees..... .....only	HB313	₹...../- Rupees..... .....only
		>700 km.	HB321	₹...../- Rupees..... .....only	HB322	₹...../- Rupees..... .....only	HB323	₹...../- Rupees..... .....only

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**APPLICATION-B – ANYWHERE TO ANYWHERE**

**Category-I - Non-ODC Consignments**

**Dimensions : Width up to 3.50 Meters and Height up to 3.00 Meters**

**SCOPE OF WORK:** Transportation of Consignments weighing more than 35MT but less than 100MT, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from Anywhere to Anywhere in India including despatches to BHEL Trichy** (Other than the scope covered in the Application A )

SL	Weight Slab	Distance Slab ↓ Length Slab →	Rate in ₹ per km per MT excluding Service Tax & Octroi Charges					
			Sch	Upto 12 Meter	Sch	>12 to 18 Meter	Sch	>18 to 24.5 Meter
1	Weight > 35MT upto 54 MT	Upto 700 km.	HC111	₹...../- Rupees..... .....only	HC112	₹...../- Rupees..... .....only	HC113	₹...../- Rupees..... .....only
		>700 km.	HC121	₹...../- Rupees..... .....only	HC122	₹...../- Rupees..... .....only	HC123	₹...../- Rupees..... .....only
2	Weight >54 MT upto 81 MT	Upto 700 km.	HC211	₹...../- Rupees..... .....only	HC212	₹...../- Rupees..... .....only	HC213	₹...../- Rupees..... .....only
		>700 km.	HC221	₹...../- Rupees..... .....only	HC222	₹...../- Rupees..... .....only	HC223	₹...../- Rupees..... .....only
3	Weight >81 MT & <100 MT	Upto 700 km.	HC311	₹...../- Rupees..... .....only	HC312	₹...../- Rupees..... .....only	HC313	₹...../- Rupees..... .....only
		>700 km.	HC321	₹...../- Rupees..... .....only	HC322	₹...../- Rupees..... .....only	HC323	₹...../- Rupees..... .....only

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**APPLICATION-B – ANYWHERE TO ANYWHERE**

**Category-II - ODC Consignments**

**Dimensions : Width beyond 3.50 Meters & upto 4.5 Meters and/or Height beyond 3.00 Meters & upto 4.5 Meters**

**SCOPE OF WORK:** Transportation of Consignments weighing more than 35MT but less than 100MT, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from Anywhere to Anywhere in India including despatches to BHEL Trichy** (Other than the scope covered in the Application A )

SL	Weight Slab	Distance Slab ↓ Length Slab →	Rate in ₹ per Km per MT excluding Service Tax & Octroi Charges					
			Sch	Up to 12 Meter	Sch	>12 to 18 Meter	Sch	>18 to 24.5 Meter
1	Weight > 35MT up to 54 MT	Upto 700 km.	HD111	₹...../- Rupees..... .....only	HD112	₹...../- Rupees..... .....only	HD113	₹...../- Rupees..... .....only
		>700 km.	HD121	₹...../- Rupees..... .....onl	HD122	₹...../- Rupees..... .....only	HD123	₹...../- Rupees..... .....only
2	Weight >54 MT upto 81 MT	Upto 700 km.	HD211	₹...../- Rupees..... .....only	HD212	₹...../- Rupees..... .....only	HD213	₹...../- Rupees..... .....only
		>700 km.	HD221	₹...../- Rupees..... .....only	HD222	₹...../- Rupees..... .....only	HD223	₹...../- Rupees..... .....only
3	Weight >81 MT & <100 MT	Upto 700 km.	HD311	₹...../- Rupees..... .....only	HD312	₹...../- Rupees..... .....only	HD313	₹...../- Rupees..... .....only
		>700 km.	HD321	₹...../- Rupees..... .....only	HD322	₹...../- Rupees..... .....only	HD323	₹...../- Rupees..... .....only

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)