

**BHARAT HEAVY ELECTRICALS LIMITED RANIPUR, HARIDWAR**

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**



**TENDER DOCUMENT**

BHEL/HWR/CDX/ENQ/1516-011 Dated:- 08.12.2015

**ALL INDIA RATE CONTRACT FOR ROAD TRANSPORTATION  
FROM  
ANYWHERE TO ANYWHERE IN INDIA BY  
MECHANICAL TRUCKS & TRAILERS**

## भारत हेवी इलेक्ट्रिकल्स लिमिटेड



**BHARAT HEAVY ELECTRICALS LIMITED**  
HEEP, RANIPUR, HARIDWAR -249403 (U.K)  
Phone: 01334-281784 e-mail: vks@bhelhwr.co.in  
Fax: 01334-284655  
(CENTRAL DESPATCH DIVISION)

TENDER NO. **BHEL/HWR/CDX/ENQ/1516-011**

Date: 08.12.2015

### TENDER ENQUIRY LETTER

#### SUB: TENDER DOCUMENT (TWO PART BID) FOR TRANSPORTATION RATE CONTRACT

1. Sealed bids are invited from reputed, IBA approved, financially sound transport contractors for award of rate contract for the work of transportation as per scope for a period of one year. The bids are to be submitted in two parts as under:-

**1.1 Technical Bid - Part-I**

**1.2 Price Bid- Part-II**

2. Following documents are to be submitted in "Technical Bid - Part-I".

- 2.1 One Time Earnest Money (EMD) of Rs. 2.00 Lacs (Rs. Two Lacs) is to be deposited in the form of Bank Draft (A/c Payee) drawn in favour of "BHEL, HEEP, Ranipur, Haridwar", and payable at Ranipur Haridwar (Uttarakhand) from any Nationalised Bank along with the Techno-Commercial bid. No other mode of payment shall be accepted. Bidders are advised to write their name and address at the back side of demand draft.

- 2.2 Following Annexures signed on each & every page as token of acceptance.

Annexure "1"	- Eligibility Criteria along with supporting documents.
Annexure "A"	- Instructions and Guidelines to Bidders.
Annexure "B"	- General Terms & Conditions of the Tender.
Annexure "C"	- Special Terms & Conditions of the Tender.
Annexure "D"	- Performa for submission of freight bills.
Annexure "E"	- Schedule of distances
Annexure "F"	- List and details of hill area projects.
Annexure "G"	- Notice of Damage / Shortage / Discrepancy to consignment on delivery
Annexure "H"	- Schedule of Rate (to be quoted by bidder- Annexure H (i) to (xxv))
Annexure "I"	- Detail list of branches / franchises.
Annexure "J"	- Self Certification Affidavit
Annexure "K"	- Proforma For Banker's Certificate
Annexure "L"	- Business Profile of the Bidder.
Annexure "M"	- Integrity Pact
Annexure "N"	- Performa for Bank Guarantee Bond.
Annexure "O"	- Check list.

3. **SCOPE OF WORK**

This Contract will cover safe transportation of consignments such as Machinery, Raw Material, Fabricated items, Scrap, Refractory, Sand other than Silica Sand, Spares, Castings, Forgings, Component, Hardware items, Sundries etc. & Gases in cylinders in Trucks, Trailers & Mini Trucks / Van as per groups given at Clause 4 of Annexure "A" & Annexure H (i) to H (xxv), from Haridwar to anywhere in India and anywhere to anywhere in India including hill areas.

4. **SUBMISSION OF QUOTATION AND OPENING OF TENDER**

- i) **Technical Bid** should be sealed in one envelope and super scribed with “**Technical Bid – Part-I**”, Tender No. **BHEL/HWR/CDX/ENQ/1516-011** and Due Date **29.12.2015** of opening.
- ii) **Price Bid - Part-II**, should contain **One Sealed Envelope**. This Sealed envelope should contain again separate sealed envelope with PRICE of individual groups, Group No. M1 to M16 in one envelope, Group S1 to S4 in separate envelope, for group R1 to R4 in separate envelope and for group C4 in separate envelope envelope. Also each envelope shall be superscribed with tender no. and group details. These envelope shall again sealed in an other envelope and should be super scribed with “**Price Bid – Part-II**”, **Tender No. BHEL/HWR/CDX/ENQ/1516-011**.

**Above two sealed envelopes** (Part-I and Part-II) along with “**Letter from Bidder to AGM (CDX)**” regarding submission of Bid should be again sealed in a separate common envelope super scribed as “**Tender No. BHEL/HWR/CDX/ENQ/1516-011 and “Due Date of opening 29.12.2015”**” and addressed to :

**Head of Materials Management,  
Tender Room of Material Management Deptt;  
4<sup>th</sup> Floor, Main Administrative Building  
HEEP, BHEL,  
Ranipur, Hardwar - 249403.  
(UTTARAKHAND)**

Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before 13:45 Hrs, **Due Date 00.00.2015** in tender box.

Bid can also be accepted (**Personally dropped in the Tender Box**) upto 13.45 Hrs, Due Date- **29.12.2015**. The sealed common envelope and first sealed envelope containing “**Technical Bid – Part –I**” will be opened on the same day i.e. **29.12.2015** at 14:00 Hrs in the presence of parties who wish to be present on the occasion.

**Quotations received after DUE DATE and TIME will be treated as LATE and NOT be considered.**

5. “**Price Bid- Part-II**” of only those bidders will be opened at later date, whose documents submitted in “**Technical Bid – Part– I**” are found in order on scrutiny and evaluation.

Date for opening of “**Price Bid - Part-II**” shall be intimated separately after scrutiny.

Bidders are advised to read tender documents carefully before submitting the bid.

6. Work will be awarded to limited nos. of transporters on the basis of selection criteria given in tender at clause 3.7 of Annexure- A.
7. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
8. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
9. Any clarifications on the Tender document can be sought from the under signed on or before

**28.12.2015** between 08:00 am to 04:00 pm. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.

10. Any request for change of opening date of tender shall not be entertained.

11. **Earnest Money Deposit (EMD)**

An amount of ₹ 2,00,000.00 (Rupees Two Lakh only) shall be paid by bidders towards **ONE TIME EMD** by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of "HEEP, BHEL Haridwar", payable at 'Haridwar' and the same shall be enclosed to the "Techno-Commercial bid".

The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days from the acceptance of award of work by the successful bidder. The EMD of all techno-commercially qualified bidders will be retained as a onetime deposit for future tenders, if any. No interest on EMD amount shall be paid by BHEL.

For all future tenders, bidders who have submitted Onetime EMD, need not to submit the EMD again. However, for exemption of EMD, letter/e-mail from the department has to be obtained and the same shall be submitted in place of EMD. Exemption letter shall be submitted as per format below:

**(Proforma for EMD exemption on Bidder's Letter Head)**

Tender Ref.: \_\_\_\_\_ dated \_\_\_\_\_

I, \_\_\_\_\_, S/o. \_\_\_\_\_ Aged about ..... years, Occ: \_\_\_\_\_,  
Resident of \_\_\_\_\_, do hereby solemnly affirm on oath and state  
as follows:

I am working as \_\_\_\_\_ in M/s. \_\_\_\_\_, i.e. the bidder herein.

I hereby declare that I have power to execute this undertaking under its Memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder.

As confirmed by BHEL vide e-mail dated \_\_\_\_\_ (copy attached), one time EMD submitted against tender no. \_\_\_\_\_ having validity on date is with BHEL, I on behalf of M/s \_\_\_\_\_ confirm to extend the validity of EMD up to 31/03/2016.

**For & on behalf of BHEL**

**Addl. General Manager (CDX)**

(Letter from Bidder to AGM (CDX) regarding submission of Bid)

**Addl. General Manager (CDX)  
Bharat Heavy Electricals Limited  
Heavy Electrical Equipment Plant  
Ranipur, HARIDWAR - 249403**

**Sub: Bid for safe transportation of consignments such as Machinery, Raw Material, Fabricated items, Scrap, Refractory, Sand other than Silica sand, Spares, Castings, Forgings, Component, Hardware items, Sundries etc. & Gases in cylinders in Trucks, Trailers & Mini Trucks/Van as per groups given at clause 4 of Annexure "A".**

**Ref: Tender No. BHEL/HWR/CDX/ENQ/1516-011**

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, **Technical bid-Part-I and Price bid-Part-II.**

I/We hereby submit my/our documents / undertaking /affidavits / Earnest money as required in your NIT, in **FIRST sealed envelope** marked "**Technical bid - Part-I**".

**In SECOND sealed envelope** marked with "**Price Bid - Part-II**", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates for total Bill of Quantity, for following categories. (Strike out whichever group / combination of groups, you are not quoting)

- |                                   |                                    |
|-----------------------------------|------------------------------------|
| 1. Combination of group M1 to M4  | 6. Combination of group M13 to M15 |
| 2. Combination of group M5 to M7  | 7. Group M16                       |
| 3. Group M8                       | 8. Combination of group S1 to S4   |
| 4. Combination of group M9 to M11 | 9. Group R1                        |
| 5. Group M12                      | 10. Combination of R2 to R4        |
| 11. Group C4                      |                                    |

Our quoted rates are valid for total bill of quantity and /or part thereof also, as given in Annexure-"H (i)" to "H (xxv)" for above mentioned groups.

I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith draft for a sum of Rs. 2.00 Lacs (Rupees Two Lacs only) towards Earnest Money Deposit vide Bank Draft No.....Dated ..... Issued by.....(Bank) in favour of "**HEEP BHEL, Ranipur, Haridwar**", and payable at **Ranipur Haridwar.**

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause No. 9 in Annexure "B".

Thanking you,

SIGNATURE OF BIDDER WITH SEAL

Encl: **1. First envelope marked as "Technical Bid - Part-I".  
2. Second envelope marked as "Price Bid - Part - II".**

**ANNEXURE- 1**

**ELIGIBILITY CRITERIA**

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

**1. FINANCIAL REQUIREMENTS:-**

1.1) **Annual Turnover:** The annual turnover of the bidder should be ₹ 5 (Five) Crores (with respect to freight revenue only) in each of the last three financial years i.e. 2012 -13, 2013-14 & 2014-15 or in each of the year after its incorporation, whichever is less.

**Documents to be submitted:**

- i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant.
- ii. ITR (Income Tax Returns) for the three financial years - 2012 -13, 2013-14 & 2014-15 to be submitted.
- iii. If audited Balance Sheet and Trading/Profit & Loss statements of financial year 2014-15 is NOT available, provisional (Duly certified by CA) may be submitted followed by audited.

1.2) **Banker's Certificate:** Banker's Certificate is to be submitted as per **Annexure-K**.

2. **Bidder shall submit an affidavit (as per Annexure-J) on non-judicial stamp paper valued Rs.100/- (duly notarized).**

3. **IBA RECOMMENDATION:** Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

**Documents to be submitted:**

- i. Notarized copy of IBA recommendation.

4. **PERMANENT ACCOUNT NUMBER:-** Bidder should have valid PAN Number.

**Documents to be submitted:**

Copy of PAN Card duly notarized OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.

5. **BRANCH OFFICES** As per table below:-

Branch Offices For M1 to M16, R1 to R4 & C4 groups	At least 2 Branch Offices each in minimum 10 of the following States:-  Andhra Pradesh, Bihar, Delhi, Gujarat, Haryana, Karnataka, Kerala, MP, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Naidu, Telangana, Uttar Pradesh and West Bengal.  At least 1 branch Office each in Uttarakhand, Jharkhand, Chhattisgarh, Assam and Tripura.
Branch Offices for S1 to S4	Atleast 250 office across the country.

**Document to be submitted**

Preprinted list of branches or Complete detail - Address, Phone number, Cell No., E mail address and name of person incharge is to be provided for each Branch Office. Other relevant particulars may also be furnished as per Annexure – I.

Note:- Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to states wherein transporter has shown to have branch office.

6. **SERVICE TAX REGISTRATION:** Bidder should submit proof of proof of Service Tax Registration.
7. Duly signed & stamped copy of **tender document** (all pages) shall be submitted by bidder.
8. **Unpriced** price bid (Annexure – H (i) to (xxv)) shall be submitted by bidder.
9. Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable) shall be submitted by bidder.
10. Bidder shall submit their Bussiness profile as per Annexure – L.
11. DD/Pay Order towards EMD of amount Rs. 2,00,000/-. Bids without EMD shall be rejected.

**ANNEXURE - A**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
TECHNICAL BID – PART-I  
INSTRUCTIONS & GUIDELINES TO BIDDERS**

**1. TENDER DOCUMENTS**

Tender documents shall comprise of Annexure-1,A,B,C,D ,E,F,G,H,I,J,K,L, M, N & O shall form part of the contract between transporter & BHEL.

**2. SUBMISSION AND OPENING OF TENDER**

Refer clause no.4 of notice for inviting the tender for details about submission and opening of tender.

**3. QUOTING OF RATES**

- 3.1 **Rates should be quoted in figures as well as in words for category shown in Annexure-“H (i)” to “H (xxv)” on Rs. Per Metric Tonne per Kilometer basis.** All entries in the tender documents should be clearly written in ink or typed. Erasing and overwriting is not permitted. All corrections/ cancellations/ insertions should be duly attested by the bidder concerned. The rates should be quoted only in the annexure attached. After filling in all the required particulars of the tender documents, the bidder shall sign each and every page of the tender document before submitting their tender. In case of, any discrepancy in rate, the higher of the same would be considered for evaluation, in the event of bidder becoming L1 the lower rate would be considered for contracting.

Bidder can quote rate for single group **(M8, M12, M16, R1 & C4)** or in combination of group **(M1, M2, M3 & M4), (M5, M6 & M7), (M9, M10 & M11), (M13, M14 & M15), (S1, S2, S3 & S4) & (R2, R3 & R4)** in Annexure “H (i)” to “H (xxv)”. If bidder is quoting for M1 to M4 or S1 to S4 or R1 to R4 then he must quote for all categories contained in particular group. Also bidder has quote for **All groups** in a **combination** given below otherwise his offer for that combination will be incomplete and rejected.

**Bidder has to quote following GROUP combinations.**

1. **Combination No. 1 = (M1,M2,M3 & M4)**
2. **Combination No. 2 = (M5, M6 & M7)**
3. **Combination No. 3 = (M9, M10 & M11)**
4. **Combination No. 4 = (M13, M14 & M15)**
5. **Combination No. 5 = (S1, S2, S3 & S4)**
6. **Combination No. 6 = (R2, R3 & R4)**

**For example if bidder is quoting for M1 group then he must quote for all four group in combination no.1. Similarly if bidder is quoting for R2 then he must quote for all three group in combination no.6.**

*Note: Details of groups are mentioned in clause 4 of Annexure - A*

- 3.2 While quoting the rates, bidder are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation ( if any) during the

operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the contract.

- 3.3 The rates quoted shall remain valid for **120 days** from tender opening date for entering into contract. Withdrawal of quotation during above period will entail forfeiture of full amount of Earnest Money.
- 3.4 Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.
- 3.5 The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.
- 3.6 **BHEL RESERVES THE RIGHT**
- 3.6.1 Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 3.6.2 To split up any one or more Groups (M1 to M16, S1 to S4, R1 to R4 and C4 i.e. twenty five Groups) or tender in totality without assigning any reason thereof.
- 3.6.3 To reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 3.6.4 Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
- 3.6.5 Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- 3.6.6 To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- 3.6.7 To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 3.6.8 To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- 3.6.9 To approve such number of transporters as may warrant for smooth operational requirement.
- 3.6.10 To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 3.6.11 To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- 3.6.12 To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- 3.6.13 To allot business loading subject to compliance of the following, within a maximum period of THIRTY (30) days from the award of Contract / Letter of Intent (LOI):--
- a) Establishing local office with facilities as required

- b) Signing of Contract agreement with BHEL
- c) Submission of "Performance Security Deposit (PSD)" as defined in clause 5 below.
- d) Verification of the original documents, relating to the vehicles, submitted for meeting eligibility criteria.

3.6.14 In case of discrepancy in quoted rates following will be applicable.

- i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly.
- iii. If there is a discrepancy between words and 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 subject of (i) and (ii) above.
- iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

### **3.7 CRITERIA FOR SELECTION OF TRANSPORTERS**

3.7.1 Ten (10) transporters will be awarded work in each Group i.e. Group M1 to M16, S1 to S4, R1 to R4 and C4 (twenty five groups). Process of selection **for each group** shall be as under :-

Step1. The bill of quantity in "Tonne KM" Category-wise is mentioned in the Annexure-"H (i)" to "H (xxv)" of Tender. "**Total quoted freight value**" of all categories shall be calculated by multiplication of rates and bill of quantity of all categories of a group, followed by summation of such value for all categories of that group, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards in that group. Evaluation of combination groups **(M1 to M4, M5 to M7, M9 to M11, M13 to M15, S1 to S4 & R2 to R4)** will also be done on individual group wise and not in combination of groups.

In case same position is occupied by more than one bidder, the position will be decided by draw based on lottery system. Winner of draw will be placed for that position. The remaining bidders will again participate in another such draw for the next lower position. This process will continue till the position of the last bidder holding the same position is decided. The process of draw will be repeated for other positions also till all the bidders are placed linearly at L1, L2,.....,Ln. The draw will be conducted in the presence of tender committee and bidders' representatives.

Step2. If necessary, negotiation may be held with the bidder whose rates are found L-1 in the particular group.

Step3. The negotiated rates of L1 Bidder would then be counter offered to all successful bidders other than L1 bidder simultaneously. Based on acceptance or rejection from bidders in particular category, ten transporters will be selected for each category (in original sequence from L1 to Ln only). The transporters, to whom counter offer is given, can accept or reject the counter offer in totality for all categories of a particular group as applicable and not for selected few categories. **Acceptance/Non acceptance of counter offer shall be sought through e-mail.**

3.7.2 It is clarified that the transporters will be selected based upon their offer for total volume of work in a particular group (Low to High) and not L-1 in any individual category of a particular group.

- 3.7.3 The award of works is proposed to be distributed to a maximum of TEN (10) parties for each group separately, subject to acceptance of the L1 rates. The percentage distribution of the business shall be on descending graded scale with highest share to L1 and lowest to L10 approximate percentage in work load during the contract period are as under:--

Grade	Percentage of load allocation in each group
L1	25%
L2	15%
L3	10%
L4	10%
L5	10%
L6	10%
L7	05%
L8	05%
L9	05%
L10	05%

However, above percentages are indicative and may vary on account of operational constraints. In case, there are less than ten successful bidders, the business load will be apportioned among them in the same ratio as per table above. It is further clarified that in case there is only one successful bidder, 100% business load will be given to him.

The above percentages will also vary if the transporter is suspended for any period for any reason.

- 3.7.4 Successful transporters, whose offer is accepted for award of work shall enter into a contract with BHEL within fifteen days from the date of award letter at their own cost on a valid non-judicial stamp paper of Rs. 100/-. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.
- 3.7.5 Canvassing in any form, in connection with the tender is **STRICTLY PROHIBITED** and quotation of transporters, who are found involved in canvassing, will be rejected. In case of any information furnished by the transporters is found incorrect before or after qualifying the tender /contract then tender/contract of such transporters will be rejected/terminated and EMD/PSD will be forfeited.
- 3.7.6 Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.
- 3.7.7 If a bidder withdraws his offer after submission of his offer, or after acceptance of his offer or fails to start the work in accordance with the instructions, the Earnest Money deposited will be forfeited.

#### 4 **DETAILS OF GROUPS**

Every transporter has to necessarily quote rates for total bill of quantity for groups quoted by them.

Following are the Details of groups based on category of vehicle and distances along with the approx. total bill of quantity in respective groups are as follows:-

**4.1 Group M1 to M16 - For Transportation of consignments from Haridwar and from anywhere in India except from any where in Mumbai or from any port in India**

Transportation of consignments through truck category A-II, A-III & D and trailer category C1, C2 & C3 from Haridwar and from anywhere in India to anywhere in India shall be covered under group M1 to M16. Detail of these groups are mentioned in table below. However these groups i.e. M1 to M16 shall not cover dispatches from any where in Mumbai or any port of India.

Sl. No.	Group No.	Distances	Description	Bill of Quantity Approx. (In MT-KM Lacs)
1	M1	Trucks (category A-II, A-III & D) up to 500 Kms	Above 5.50 MT upto 7 MT	6.07
			Above 7 MT upto 15 MT	1.82
			Mini Truck Load upto 5 MT	0.25
			Freight for Yamuna Nagar load upto 7 MT	1.82
2	M2	Trucks (category A-II, A-III & D) from 501 to 1000 Kms.	Above 5.50 MT upto 7 MT	3.64
			Above 7 MT upto 15 MT	0.25
			Mini Truck Load upto 5 MT	0.18
3	M3	Trucks (category A-II, A-III & D) from 1001 to 1500 Kms.	Above 5.50 MT upto 7 MT	224.56
			Above 7 MT upto 15 MT	12.14
			Mini Truck Load upto 5 MT	0.91
4	M4	Trucks (category A-II, A-III & D) above 1501 Kms.	Above 5.50 MT upto 7 MT	61.29
			Above 7 MT upto 15 MT	3.64
			Mini Truck Load upto 5 MT	0.30
5	M5	Trailer C1, upto 500 Kms.	Load above 15 MT upto 21 MT	32.77
6	M6	Trailer C1, 501-1000 Kms.	Load above 15 MT upto 21 MT	2.30
7	M7	Trailer C1, 1001-1500 Kms.	Load above 15 MT upto 21 MT	143.23
8	M8	Trailer C1, above 1500 Kms.	Load above 15 MT upto 21 MT	41.27
9	M9	Trailer C2, upto 500 Kms.	Load above 21 MT upto 27 MT	2.43
10	M10	Trailer C2, 501-1000 Kms.	Load above 21 MT upto 27 MT	0.60
11	M11	Trailer C2, 1001-1500 Kms.	Load above 21 MT upto 27 MT	37.02
12	M12	Trailer C2, above 1500 Kms.	Load above 21 MT upto 27 MT	10.93
13	M13	Trailer C3, upto 500 Kms.	Load above 27 MT upto 35 MT	1.58

14	M14	Trailer C3, 501-1000 Kms.	Load above 27 MT upto 35 MT	0.60
15	M15	Trailer C3, 1001-1500 Kms.	Load above 27 MT upto 35 MT	27.31
16	M16	Trailer C3, above 1500 Kms.	Load above 27 MT upto 35 MT	7.28

**4.2 Group S1 to S4 - For Transportation of consignments from anywhere to anywhere in India**

Transportation of consignments through truck category A-I from anywhere in India to anywhere in India shall be covered in group S1 to S4. Detail of these groups are mentioned in table below.

Sl. No.	Group No.	Distances	Description	Bill of Quantity Approx. (In MT-KM Lacs)
1	S1	Trucks A-I up to 500 Kms.	Small consignments up to 5.5 MT	1.78
2	S2	Trucks A-I 501 - 1000 Kms.		1.38
3	S3	Trucks A-I 1001 - 1500 Kms.		57.66
4	S4	Trucks A-I above 1501 Kms.		16.29

**4.3 Group R1 to R4 - For Transportation of consignments from any where in Mumbai or from any port in India**

Transportation of consignments through truck category A-II, A-III & D and trailer category C1, C2 & C3 from any where in Mumbai or from any port in India shall be covered in group R1 to R4. Detail of these groups are mentioned in table below.

Sl. No.	Group No.	Distances	Description	Bill of Quantity Approx. (In MT-KM Lacs)
1	R1	from any where in Mumbai or from any port in India to Haridwar	Above 5.50 MT upto 7 MT by truck category A-II	1.02
		from any where in Mumbai or from any port in India to anywhere up to 500 Km		0.08
		from any where in Mumbai or from any port in India anywhere above 500 Km		0.41
		from any where in Mumbai or from any port in India to Haridwar	Above 7 MT upto 15 MT by truck category A-III	40.70
		from any where in Mumbai or from any port in India to anywhere up to 500 Km		0.25

		from any where in Mumbai or from any port in India anywhere above 500 Km		5.91
		from any where in Mumbai or from any port in India to anywhere up to 500 Km	Mini Truck load up to 5 MT	0.07
		from any where in Mumbai or from any port in India anywhere above 500 Km		0.33
2	R2	from any where in Mumbai or from any port in India to Haridwar by C1 trailer		Load above 15 MT upto 21 MT
		from any where in Mumbai or from any port in India to anywhere up to 500 Km by C1 trailer	0.25	
		from any where in Mumbai or from any port in India to anywhere above 500 Km by C1 trailer	2.05	
3	R3	from any where in Mumbai or from any port in India to Haridwar by C2 trailer	Load above 21 MT upto 27 MT	27.47
		from any where in Mumbai or from any port in India to anywhere up to 500 Km by C2 trailer		0.12
		from any where in Mumbai or from any port in India to anywhere above 500 Km by C2 trailer		0.62
4	R4	from any where in Mumbai or from any port in India to Haridwar by C3 trailer	Load above 27 MT upto 35 MT	17.81
		from any where in Mumbai or from any port in India anywhere up to 500 Km by C3 trailer		0.12
		from any where in Mumbai or from any port in India anywhere above 500 Km by C3 trailer		0.62

- NOTE:
1. The word "MUMBAI" means all places under Mumbai Metropolitan Region (MMR) i.e. Greater Mumbai, Navi Mumbai, Thane, Kalyan- Dombivali, Vasai- Virar, Mira- Bhayandar, Bhiwandi- Nizampur & Ulhasnagar.
  2. Port means Kandla, Mundra, Nahva Sheva, Mumbai, Kolkata, Haldia, Paradip, Chennai or any other ports of India.

**4.4 Group C4 - For Transportation of consignments from anywhere to anywhere in India**

Transportation of consignments of height above 3.5 mtrs. through trailers from anywhere in India to anywhere in India shall be covered in group C4. Detail of these groups are mentioned in table below.

Sl. No.	Group No.	Distances	Description	Bill of Quantity Approx. (In MT-KM Lacs)
1	C4	From anywhere to anywhere up to 500 Kms	Load up to 21 MT and consignment height above 3.50 mtrs	1.6385
		From anywhere to anywhere above 500 and up to 1000 Kms		0.115
		From anywhere to anywhere above 1000 and up to 1500 Kms		7.1615
		From anywhere to anywhere above 1500 Kms		2.0635
		From anywhere to anywhere up to 500 Kms	Load above 21 MT & up to 27 MT and consignment height above 3.50 mtrs	2.43
		From anywhere to anywhere above 500 and up to 1000 Kms		0.1215
		From anywhere to anywhere above 1000 and up to 1500 Kms		1.851
		From anywhere to anywhere above 1500 Kms		0.5465
		From anywhere to anywhere up to 500 Kms	Load above 27 MT & up to 35 MT and consignment height above 3.50 mtrs	0.079
		From anywhere to anywhere above 500 and up to 1000 Kms		0.03
		From anywhere to anywhere above 1000 and up to 1500 Kms		1.3655
		From anywhere to anywhere above 1500 Kms		0.364

**5. PERFORMANCE SECURITY DEPOSIT (PSD)**

5.1 The transporter shall submit "Performance Security Deposit (PSD) " in favour of "Bharat Heavy Electricals Limited, Haridwar" within a period of thirty (30) days from award of contract / letter of intent or before start of work (whichever earlier). In case transporter fails to submit required security deposit with in specified time, BHEL may cancel the award of work and forfeit their EMD and get the work done through other source at the risk and cost of the defaulter transporter.

5.2 The rate of Performance Security Deposit will be as below w.r.t. business volume:

<b>Upto Rs. 10 Lacs</b>	<b>10%</b>
<b>Above Rs 10 Lacs &amp; upto Rs 50 Lacs</b>	<b>Rs.1.0 Lacs +7.5% of the amount exceeding Rs 10 Lacs</b>
<b>Above 50 Lacs</b>	<b>Rs. 4.0 Lacs + 5% of the amount exceeding Rs. 50 Lacs</b>

- 5.3 Performance Security Deposit shall be valid for the entire period of contract + further claim period of six (6) months (From the date of expiry of contract for successful execution of contract). PSD will be refunded only after the expiry of claim period subject to successful execution of contract.
- 5.4 The transporter shall submit the "Performance Security Deposit" in any of the following manner:-
- Bank guarantee from schedules bank/public financial institution as defined in companies Act. The bank guarantee should be in the format given at Annexure-N.
  - Pay Order, Demand Draft drawn in favour of M/s "Bharat Heavy Electricals Limited, Haridwar" should be valid for the period as aforesaid.
  - Local Cheque of scheduled banks, subject to realization.

In case of bank guarantee, the same shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDX.

No interest will be payable on EMD and Performance Security Deposit.

## **6. DESPATCHES BETWEEN SISTER CONCERNS OF BHEL**

In case of dispatches between two units / offices of BHEL, for freight "To Pay" cases, the rate as agreed to by the consignee unit / offices with transporter shall only be paid by the consignee unit / offices. Dispatches to our sister unit / offices shall be made only through those transporters who are approved by the consignee unit /office.

## **7. CONTRACT WITH SISTER CONCERN**

This contract in full may also be applicable for a separate contract for transportation of all types of material from various stations in India to any unit of BHEL and Vice Versa. If so the successful bidder may be required to enter into a separate agreement with the sister concern of BHEL, Ranipur, Haridwar.

**ANNEXURE – B**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

**GENERAL TERMS AND CONDITIONS**

**1. INFORMATION SYSTEM**

- 1.1 The Transporter shall give a periodic statement atleast once in two months to concern Incharge of Stores-Shipping /Traffic /CFFP-MM/PPX-MM (IMP)/BOI/ROD Mumbai of BHEL to take instructions, guidance and orders for all the routine works for which written orders may not necessarily and ordinarily be given. For carrying out the above works successfully, it shall be obligatory on the part of the transporter to depute a Branch Manager at Ranipur who should keep day-to-day liaison with the Stores-Shipping / Traffic / CFFP-MM/ PPX-MM (IMP)/BOI/ROD Executives of BHEL.

**Similarly, such liaison shall be maintained by the transporter's managers with leading suppliers of BHEL and the Regional Manager of the Regional Operation Division Offices of Bharat Heavy Electricals Ltd.**

- 1.2 Transporter shall give a periodic statement once in a month to Incharge (Stores-Shipping/Traffic/CFFP-MM/PPX-MM(IMP)/BOI/ROD Mumbai) regarding the status of the consignments transported through the transporter indicating action, if any, to be taken by BHEL for the consignments lying pending with transporter for delivery.
- 1.3 Transporter shall give a half yearly statement at the end of September and March of every financial year to BHEL regarding pending payments due to him from BHEL.
- 1.4 For sorting out operational and other problems between BHEL & transporter the transporter's representative will be in contact with BHEL Executive.

**2. BOOKING OF CONSIGNMENTS**

- 2.1 Before booking the consignments, the transporter shall ensure that consignments, suitably packed or open type, carry either a packing slip fixed on outside the package or paint-written description on it. Minimum requirements are Purchase Order / Work order, Package No., Name and address of consignor with booking station. Ship Name, Bill of Lading / Air Way Bill No. etc. in case of import /export consignment should also be mentioned.

Besides, transporter's agent must ensure that he collects copy of Invoice / T-Note / Party Challan / Road permit and wherever applicable Excise Duty Invoice i.e. second copy of Invoice, "DUPLICATE FOR TRANSPORTER" etc., and the same should move along with consignment. Serial number of Excise Duty Invoice i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.

Where the consignor has furnished transporter the Excise Duty Invoice i.e. 2nd copy of Invoice "DUPLICATE FOR TRANSPORTER" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The Excise Duty paying documents, i.e. 2nd copy of Invoice, "DUPLICATE FOR TRANSPORTER" should be delivered with the material to consignee against signature.

- 2.2 All dispatches to BHEL Haridwar must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. All dispatches to Customer's site must be door delivered in all categories of goods and door delivery charges will be payable as applicable for smalls only. Transporters shall collect and deliver the consignments from BHEL sites / suppliers or other notified places

without any extra charges in respect of full loads or under loads. However door delivery / collection charges shall be paid wherever applicable for smalls as per Clause 18 of Annexure – “C”. In case of smalls booked by suppliers/sites, the consignments shall be booked at carrier's godown and no collection charges will be applicable for such booking”.

Vehicles bringing materials for repair from sites to BHEL HEPP Hardwar shall be entered into plant after obtaining necessary permission from CDX Executives only.

- 2.3 Loading/unloading including crane facility, at consignor's/consignee's premises/ports/CHA godown shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.

As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

- 2.4 All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter. However state road permits, wherever required shall be made available by the consignor. Also the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.

- 2.5 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 from time to time during the tenure of the contract.

- 2.6 Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.

- 2.7 The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.

- (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight & dimensions of the consignment.
- (ii) Weight & No of the packing cases OR liquid quantity in KL
- (iii) Registration No of the vehicle
- (iv) Name & address of the consignor with specific destination
- (iv) Reference to RDA issued by ROD, Mumbai Office (for dispatches from any where in Mumbai or from any port of India)

Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.

- 2.8 The weights, measurements and the descriptions of goods / materials mentioned in the challan/packing lists of the suppliers shall be the basis for assessing the losses in transit and for recovery of damages / compensation there from. Transporter shall be responsible for any discrepancy found at the destinations in respect of the description of the weights/goods/ consignments. The transporter shall also be responsible for checking the packing conditions of consignments and drums etc. before taking delivery of the same for transportation. Once the

materials are accepted by the transporter it shall be deemed to have been handed over by the consignor in good condition and proper packing unless otherwise pointed out on the GR at the time of taking delivery from the consignors at the loading point.

- 2.9 Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites.

Transporter shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.

- 2.10 All vehicles carrying materials to/from BHEL will be normally allowed to enter the plant only between 08:00 Hrs. to 15:00 Hrs on all working days. Normally vehicles will be unloaded / loaded within twenty four hours if the transporter's agent has complied with requirements of documents and packing slip. Detention of transporter's vehicle beyond the above period because of non-compliance of these conditions will be natural and BHEL will not be responsible for such abnormal detentions.

- 2.11 Transporter is responsible for safe transportation of the goods. Transporter shall affect open delivery of the cases externally damaged or in case of doubt of weight difference and shall give the shortage certificates. He shall be liable to make good such shortages/damages. BHEL reserves the right to reject the material in toto and claim 100% from transporter on account of damages/shortages. The cost so assessed by BHEL or their authorized representative shall be final. In case of any mishap to consignment during transportation, the transporter shall inform both the consignee and consignor immediately but not more than 48 hours, about the complete details of this mishap and extent of loss / damages.

- 2.12 In case of any shortages/damages whatsoever, besides not paying the freight charges on such consignments, the value of the materials short received/delivered or damaged will also be recovered from the transporter.

The cost against damages/shortages of the materials during transit will be recovered from Bank Guarantee/Security Deposits/freight bills (of the running contract in any unit of BHEL) of transporter.

Transporter has to ensure that all the material shall be delivered before expiry of the Bank Guarantee and freight bills for the same to be submitted accordingly.

In case the recovered amount against damage/shortage is not be informed by concerned project coordinator of E&CC/SAS/Site till the end of the expiry period of Bank Guarantee, the freight bill shall be processed after deduction of amount due as per Govt. guidelines/The Carriage by Road Rules 2011 (as amended up to date).

- 2.13 The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him till the consignments are delivered at the destination. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent / penal action against the concerned transporter, e.g., suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.

- 2.14 Transporter shall not auction any material belonging to BHEL where customer / suppliers have defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for instructions in the matter. The local manager of the transporter concerned should follow-up these cases with the consignee at one end and consignor at the other end. No demurrage / detention / godown charges shall be payable to transporter for its custody.

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

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

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

### **3. INSURANCE**

- 3.1 BHEL shall insure the consignments wherever necessary with the underwriters/Insurance Company. This shall, however, not absolve the transporter of any responsibility of safe and proper transportation of the goods to destination, of his liability to compensate BHEL for the damages / shortages in respect of the consignments.

If in case where Insurance claims are not been settled by BHEL/Customer/Underwriter till the expiry of Bank Guarantee then in that case transporter has to provide extended Bank Guarantee for another one year from the date of expiry of Bank Guarantee. If the amount to be settled is lower than the amount of Bank Guarantee then transporter will have to provide the extended Bank Guarantee for that amount only for the extended period. During the extended period of above mentioned one year if the Insurance claimed will be settled, the freight bill will be processed after necessary deduction, if any and if the claims will not be settled within the extended one year, freight bill shall be processed after deduction of amount as per Govt. guidelines/The Carriage by Road Rules 2011 (as amended up to date).

### **4. VARIATION IN WEIGHMENT OF SCRAP**

In case of scrap, variation in weight upto ( $\pm$ ) 50 Kg in one full load truck from booking station to weight recorded at BHEL Haridwar's weighbridge, shall not be considered for deduction / payment of cost of scrap. If variation is more than 50 Kg the deduction of cost shall be done as mentioned at Clause 2.11 above.

### **5. FREIGHT PAYMENTS**

- 5.1 The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration Number(s) and condition of the consignment on delivery incorporated overleaf GR/LR submitted along with their freight bill claim as per Annexure "D". In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. However, endorsement of vehicle No in A-I category on GR both for incoming and outgoing will not be insisted.
- 5.2 Transporters will be required to get the delivery acknowledgement information preprinted behind their GR (consignor's copy) forms in following manner:-

To be got pre-printed on reverse side of the  
'Freight Bill Copy' of the L/R on good quality paper  
of not less than 60 GSM sufficing to obtain quality  
Xerox copy as & when required by various

**Acknowledgement / Receipt of Consignment**

Received ..... case(s) ..... crate(s) ..... loose ..... bundle(s) on  
(Date).....through [\*] **Truck / Trailer**. Regn. No .....

..... sent vide Consignment Note/LR No.....

Dated ..... in [\*] Proper / Damaged condition.

Handed over documents in original [\*] (i) Duplicate for Transporter copy of invoice

(ii) Packing List / Other Document(s) (to be specifically mentioned)

Remarks, if any:

Date ..... Authorised Signatory of the Consignee with Name & Seal

5.3 Mode of payment of freight will be either on:

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

5.4 All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category 'To be billed/Prepaid' will be paid at Haridwar through CSX.

5.4 For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid category, payment will be made at Haridwar only after submission of acknowledgement from site/customer in the prescribed manner, through CDX.

5.5 All freight payment will be made through e- payment after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

5.6 Payment of freight bills shall normally be made within 30 days of presentation of the bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills shall be submitted in Performa attached at Annexure-D.

5.7 Transporter will furnish money receipt for the freight payment wherever required by BHEL within 15 days of the receipt of the payment, failing which the amount paid can be recovered back / withheld from his further bills. Security deposit of a transporter will not be released unless money receipts (wherever required by BHEL) against all the freight payments made to him has been received.

5.8 Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.

- 5.9 Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- 5.10 Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- In terms of service tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have no availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No.12/2003 ST dated 26/06/2003.
- 5.11 Freight increase on any account will not be permissible.

## **6. PROHIBITION OF SUB-LETTING**

Transporter is not allowed to pass the responsibilities connected with the transportation to another agencies / transporters. Under no circumstances, after entering into Contract, the bidder would be permitted to arrange transport of consignments, entrusted to him, through another transporter except with the written permission of BHEL. However, hiring of vehicles and services from other agencies / transporters is permitted but the onus of safe and timely transportation of the consignment rests with the bidder. Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and forfeiture of security deposit.

## **7. TENURE, EXTENSION & TERMINATION OF CONTRACT**

- 7.1 Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of One (1) year from the effective date of award of Contract/LOI. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 7.2 The contract may be extended for further three (3) months or part thereof on the same rates and terms and conditions at the behest of BHEL Haridwar. However the contract can be considered for further extension of TWELVE (12) months/part thereof on the same rates & terms and conditions with mutual consent. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load may be given to him.
- 7.3 BHEL may enter into parallel Contract simultaneously with any other Contractor/ Transporter 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 categories.
- 7.4 BHEL reserves the right either to short close or terminate the contract entered into with any or all of the transporters without assigning any reason by giving one month notice by registered post acknowledgement or in person under acknowledgement.
- 7.5 If transporter fails or neglects or refuses to observe / perform any of the terms and conditions / obligation under the contract, BHEL may without prejudice to any other rights terminate the contract by giving one month notice in writing and recover damages suffered by it from the transporter if any on account of the failure, negligence, refusal, violation or breach of the contract or any part thereof including amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- 7.6 The transporter must ensure that they are IBA approved transporters throughout the contract period. If a transporter is not found to be IBA approved at any time during the contract period, the loading of business on them will be stopped immediately and loading will start only after

submission of extension of IBA approval.

- 7.7 The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

## **8. LATE PLACEMENT CHARGES / DAMAGES / PENALTY AND RECOVERIES**

- 8.1 Vehicles as and when demanded will have to be placed by the transporter. Placement time Details are as follows:-

### **a. At Haridwar**

For Trucks (A-2, A3 & D)	:	One working day
For trailer (C1, C2 & C3 and group C4)	:	Two working day
For smalls (A1)	:	Seven working day

### **b. At any where in Mumbai or any port of India**

For Trucks (A-2, A3 & D) & trailers (C1,C2 & C3 and group C4)	:	Two working Day
For smalls (A1)	:	Seven working day

### **c. At other stations**

For Trucks (A-2, A3 & D) & trailers (C1,C2 & C3 and group C4)	:	Five working day
For smalls (A1)	:	Ten working day

Above mentioned placement time shall be computed from "Vehicle Required Date", which shall be informed through email/vehicle requisition to representative of transporters by BHEL.

Placement of vehicle after stipulated period shall be liable for late placement charges @ Rs.1500/- (Rupees One Thousand five Hundred Only) per day per truck (except A-1) and Rs. 2500/- (Rupees Two Thousand Five Hundred Only) per day per trailer (all category) basis shall be deducted from freight bills of the transporter. The penalty shall be levied for each occasion. For A-1 category vehicle the placement time at haridwar will be seven working days and ten working days for other stations of "Vehicle Required Date", which shall be issued to a transporter after the total weight of consignments (gross/volumetric) allotted to him become equal to or greater than 3 MT. For A-1 category a penalty of Rupees 100/- per GR per day.

However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight. If such instances are repeated three times in a period of six month, BHEL reserves the right to make suitable alternative arrangement at risk and cost of all defaulter transporters.

- 8.2 The transporter shall be required to lift materials of any type / size, quality, weight booked to or by any BHEL Units / Sites / Vendors.

In the event of refusal or failure of transporter to lift the consignments offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserves the right to use alternative source for lifting of consignments and extra expenditure / losses / damages incurred if any will be borne by transporter.

- 8.3 All payments including any penalty, damages or compensations payable by the transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter

by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

## **9. ARBITRATION**

9.1 All disputes between the transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Haridwar in his sole discretion. There shall be no objection to any such appointment

- (i) that the arbitrator so appointed is an employee of BHEL,
- (ii) that he had to deal with the matters to which the contract relates and
- (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

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

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

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

## **10. JURISDICTION**

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

## **11. INDEMNITY**

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

11.2 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/ports.

11.3 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.

11.4 The transporters, approved and operating under this rate contract, shall further indemnify BHEL against:-

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

**In case of loss / non-availability of Original Consignee Copy, a letter from BHEL / Consignor (in original) with “Acknowledgement / Receipt of Consignment” information as per clause 5.2 above, will be required to take delivery of consignment.**

**ANNEXURE-C**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
TECHNICAL BID – PART-I  
SPECIAL TERMS AND CONDITIONS**

**1. DIMENSIONAL DEFINITIONS OF CATEGORY-A-I & A-II**

The consignments having dimensions upto 488 Cms in length, 205 Cms in width and 205 Cms in height are treated as normal consignments under Cat. A-I & A-II.

**2. CATEGORY-A (Truck Load)**

**2.1 CAT. A-I**

Consignments weighing upto **5.50 MT** will be treated as "SMALLS" under category A-I. The payment of freight will be computed at the rates applicable for A-I category. (For group S1 to S4).

**2.2 CAT. A-II**

2.2.1 Full load capacity of closed body truck will be **7 MT**. It will be treated as "FULL TRUCK LOAD" under category A-II. **Freight payment will be made for 7 MT**. Freight charges will be computed at the rates applicable for A-II category.

If the weight of all consignments (higher of actual or volumetric) is less than **5.50 MT**, it will be treated as under load. Under load dispatch may be resorted to in case of urgency / need with the permission of competent authority of BHEL.

T/G Bars etc. being fragile and high value, two tier stacking is not warranted hence such package will be sent as Full truck load irrespective of weight (Actual / Volume).

2.2.2 In case the gross weight of consignments is more than **7 MT** the payment will be made for actual weight if truck is of higher capacity and payment will be made within loading capacity of the vehicle. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight of consignment and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

**2.3 COMMON TO A-I & A-II**

Packages of length above 488 cms and upto 605 cms or height above 205 cms and upto 250 cms will also be covered under category A-I & A-II and freight for such packages will be paid extra in addition to freight as applicable in case of normal dimensions. Extra payment will be made additionally @ 10% of basic freight (including diesel escalation/de-escalation charges) of full truck, on account of ODC. Dimensions of all the consignments transported will be recorded invariably on the GR at booking point.

**2.4 CATEGORY A-III (TAURUS)**

Closed body truck with dimensions of 670x205x205 cms with carrying capacity of 15 MT shall be considered as normal consignment, under this category.

The consignment having weight upto 15 MT, length upto 770 cms, width upto 205 cms and height upto 250 cms shall also qualify for this category. However, the total gross weight of all the consignments put together on the truck should be above 7 MT and up to 15 MT.

Normal dimension of consignment in case of Taurus shall be 670 cms x 205 cms x 205 cms.

**Payment will be made for 15 MT.** In case the gross weight of consignments is more than 15 MT the payment will be made for actual weight, if truck is of higher capacity and payment will be made within loading capacity of the vehicle. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

Extra payment (for length above 670 cms or height above 205 cms) will be made additionally @ 10% of basic freight (including diesel escalation/de-escalation charges) of full truck, on account of ODC. Dimensions of all the consignments transported will be recorded invariably on the GR at booking point.

In case where the total weight (higher of actual & volumetric weight) of all the consignments is less than 11.0 MT, it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as full truck load only with prior permission of BHEL.

T/G Bars etc. being fragile and of high value, two tiers stacking is not warranted hence such package will be sent as Full truck load irrespective of weight (Actual / Volume).

### **3. TRAILER LOAD AND ITS DIMENSIONS**

The definition of "Trailer" for the purpose of contract will be articulated vehicle i.e. Trailer with haulage equipment / prime mover. The trucks like Turbo, Taurus Tusker, LP Leyland or normal truck will not fall under the category of Trailer.

For trailer load (C1, C2 & C3) consignments having following dimensions shall be considered:-

**length above 770 cms & upto 1750 cms,**

**-or width measuring above 205 cms & upto 550 cms,**

**-or height measuring (a) above 250 cms and upto 350 cms - for C1, C2 & C3**

**(b) above 350 cms & up to 435 cms for C4**

For weight consideration following shall be criteria for trailer load:-

#### **3.1 CATEGORY C1 Single piece trailer load consignments having gross weight above 15 MT and upto 21 MT.**

It is further clarified that when a single package is of C1 category on the basis of length, width and height, as defined above, irrespective of weight, it shall be treated as C1 category. T/G Bars & H/G Bars etc. being fragile and high value, two tiers stacking is not warranted hence such package will be sent as Full Trailer Load irrespective of weight (Actual/Volume).

Freight will be paid for 21 MT or the loading capacity of the vehicle placed, whichever is lower. In case the gross weight of consignments is more than 21 MT and upto 35 MT, the payment will be made for actual weight. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. If the total gross weight or volumetric weight, whichever is higher, of all the consignments is greater than or equal to 17 MT, it will be treated as full load else it will be treated as under load and can be dispatched due to contingency of work (such as urgency, high value, safety etc.) as **Full Trailer Load** only with prior permission of competent authority.

As a special case, consignments not qualified for trailer (C1) category either by size or by weight may also be booked / dispatched through trailer, with approval of competent authority of

BHEL. In such cases freight will be paid for C1 category trailer with minimum payable freight condition i.e. 21 MT or the loading capacity of the vehicle (as per copy of RC verified before loading of vehicle with loading plan), whichever is lower.

3.2 **CATEGORY C2:-** Single piece trailer load consignments having gross weight above 21 MT and upto 27 MT.

Freight will be paid for 27 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

In case the gross weight of consignments is more than 27 MT and up to 35 MT, the payment will be made for actual weight. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

T/G Bars & H/G Bars etc. being fragile and high value, two tiers stacking is not warranted hence such package will be sent as Full Trailer Load irrespective of weight (Actual/Volume).

3.3 **CATEGORY C3:-** Single piece trailer load consignments having gross weight above 27 MT and upto 35 MT.

Freight will be paid for 35 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Transporter will be required to get copy of RC verified before loading of vehicle with loading plan. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

T/G Bars & H/G Bars etc. being fragile and high value, two tiers stacking is not warranted hence such package will be Full Trailer Load irrespective of weight (Actual/Volume).

3.4 **SPECIAL PROVISION FOR R2, R3 & R4 GROUP:**

(i) In case multiple packages, even if each having dimensions smaller than defined above for trailer category, the payment shall be made corresponding to the gross weight of multiple packages (consignments) in accordance to the provisions of load-range i.e. for C1 - gross weight above 15 MT and upto 21 MT, for C2 - gross weight above 21 MT and upto 27 MT and for C3 - gross weight above 27 MT and upto 35 MT.

(ii) In case cargo is stuffed in CONTAINER and the same is loaded on trailer, the freight for onward journey shall be made for FULL TRAILER LOAD irrespective of gross weight of container (including weight of cargo). In such case, the trailer shall be booked for return journey from Port to Haridwar/Anywhere in India and back to concerned port for depositing the empty container at Port. The freight for return journey shall be paid corresponding to rates applicable for respective trailer on Full Trailer Load basis. Receipt of concerned Shipping Line to be attached along with freight bill as a proof of having returned the container at the Port/yard of Shipping Line of concerned port.

3.5 **Group C4**

Apart from above; consignments of height above 3.5 mtrs & up to 4.35 mtrs shall fall in this group. The scope of this group shall cover transportation from anywhere to anywhere in India. There are three subcategories in this group and is as follows:-

**Single piece consignment weighing upto 21 MT and height above 3.5 mtrs & up to 4.35 mtrs.** - in this case freight will be paid for 21 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. In case the gross weight of consignments is more than 21 MT and upto 35 MT, the payment will be made for actual weight. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be

required to attach self attested copy of RC in proof of the same along with his bill.

**Single piece consignment weighing above 21 MT & up to 27 MT and height above 3.5 mtrs & up to 4.35 mtrs.-** Freight will be paid for 27 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. In case the gross weight of consignments is more than 27 MT and up to 35 MT, the payment will be made for actual weight. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill.

**Single piece consignment weighing above 27 MT & up to 35 MT and height above 3.5 mtrs & up to 4.35 mtrs. -** Freight will be paid for 35 MT or the loading capacity of the vehicle placed (as per RC), whichever is lower. Transporter will be required to get copy of RC verified before loading of vehicle with loading plan. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.

#### **4.0 PAYMENT OF ODC CHARGES IN MECHANICAL TRAILER CATEGORY**

4.1 **For C1, C2 & C3 trailers** Consignment falling under trailer category, with length above 1220 cms and upto 1750 cms or width above 260 cms and upto 550 cms or height above 250 cms and upto 350 cms will be treated as extra-large consignments. Extra payment (whichever gives higher percentage to transporter) will be made for any one dimension i.e. such as length or width or height of the consignment. Extra payment shall be made as per the dimension slabs mentioned below:

1	For increase in length above 12.20 mtr and up to 13.5 mtr	Extra % on basic freight of full trailer	5%
2	For increase in length of every 0.50 mtr or part thereof above 13.5 mtrs.	Extra % on basic freight of full trailer	5% over & above compensation mentioned in sl. no. 1
3	For increase in width of every 0.50 mtr or part thereof above 2.60 mtr and up to 3.50 mtr	Extra % on basic freight of full trailer	4%
4	For increase in width of every 0.25 mtr or part thereof above 3.50 mtr and up to 4.50 mtr	Extra % on basic freight of full trailer	4% - over & above compensation mentioned in sl. no. 3
5	For increase in width of every 0.25 mtr or part thereof above 4.50 mtr and up to 5.50 mtr	Extra % on basic freight of full trailer	5% - over & above compensation mentioned in sl. no. 3 & 4
6	For increase in height above 2.5 mtr and upto 3.0 mtr	Extra % on basic freight of full trailer	5%
7	For increase in height of every 0.25 mtr or part there of above 3.0 mtr & up to 3.5 mtr	Extra % on basic freight of full trailer	5% - over & above compensation mentioned in sl. no. 6

4.2 **For C4 group** – Extra payment on account of ODC for length and width shall be as mentioned above (clause 4.1). No extra payment on account of height shall be paid in C4 group.

Note: 1. The above mentioned ODC compensation charges will be applicable for basic freight

(including diesel escalation/de-escalation charges) of full trailer.

2. ODC charges as mentioned above are fixed and payable for transportation of consignments falling in ODC category. BHEL shall not pay any other charges for ODC. However, in case the vehicle passes through the state of Gujrat en-route and is challaned by Gujrat state authority on account of ODC then the same shall be reimbursed by BHEL along with any other state challans on account of ODC on production of original receipts mentioning reasons and vehicle nos. In such case ODC charges mentioned in the above table shall not be payable by BHEL.

## **5. CATEGORY-D (MINI TRUCKS / VANS LOADS)**

This category of consignments is for prompt delivery within the stipulated short period.

Consignments weighing upto 5000 Kgs with dimensions upto 396 cms in length, 180 cms in width and 200 cms in height are treated as Mini Truck / Van loads.

Minimum chargeable weight for mini truck load will be 5.0 Tonnes. In case the gross weight of consignments is more than 5 MT the payment will be made for actual weight if vehicle is of higher capacity and payment will be made within loading capacity of the vehicle. However this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight and transporter will be required to attach self attested copy of RC in proof of the same along with his bill. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC. Transportation of consignments by mini truck is to be resorted to only in case of urgency with prior approval of BHEL.

### **Important Note:-**

- a) In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.
- b) Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
- c) In order to make optimum use of loading capacity of vehicles for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.

## **6 RUNNING TIME AND PENALTY ON LATE DELIVERY**

- 6.1 Prompt delivery of the consignments is of prime importance. Penalty will be levied for delay in delivery of consignments.

The time limit for running of vehicle should be as follows:

- |   |                |
|---|----------------|
| (a) Mini Truck/Full truck loads   | - 300 Kms/day. |
| (b) Trailer Category.   |                |
| (i) Trailer consignments upto 35MT  | - 175 Kms/day. |
| (ii) ODC consignments having length above 14 Mtr. and upto 15.5 Mtr. or width above 3.5 Mtr and upto 4.5 Mtr. or height above 3 Mtr and upto 3.5 Mtr. | - 100 Kms/day. |

- (iii) Any ODC consignment having length & height beyond the dimension mentioned in point (ii) or width above 4.5 Mtr and up to 5.25 Mtr. – 90 Kms/day
- (iv) Any ODC consignment having width beyond the dimension mentioned in point (iii) – 80 Kms/day
- (c) Trailer with empty container (only for R2,R3&R4 group) - 250 Kms/day

If the consignments are not delivered within the normal transit time as above plus **2 days grace time** excluding the day of loading and unloading, penalty at the rate of **2/7% of gross freight per day** in case of full truck/ trailer will be levied on the transporter subject to a minimum of **2% of gross freight** and a maximum of **30% of the gross freight**. Where under loads are booked as full load (except in the category of A-1), a higher penalty @ **0.5% per day of the gross freight** will be imposed restricted to a minimum of 2% of gross freight and a maximum of 40% of gross freight. Additional time is permitted in circumstances of clause 19 of Annexure- "C".

6.2 In normal cases the time allowed for delivery of smalls consignments (i.e. for S1 to S4 group or A-1 category) will be as under (The day of loading and the day of delivery shall not be considered as part of transit time):-

I)	Upto 500 Kms	-	7 days
II)	501 to 1000 Kms	-	12 days
III)	1001 to 1500 Kms	-	15 days
IV)	1501 to 2500 Kms	-	20 days
V)	Beyond 2500 Kms	-	25 days

Penalty @ 2/7% of the freight per day, subject to maximum of **40% of the gross freight** will be imposed if the consignment is not delivered within stipulated time on presentation of GR by BHEL.

**Note:-** 1 For the calculation of late delivery, gross freight shall be considered. Gross freight is the sum of Basic freight, diesel escalation/de-escalation and ODC charges.

6.3 If due date of delivery falls on sunday or holiday, the consignment shall be delivered on next working day & no penalty shall be levied to extent of the Sunday / Holiday. This shall be applicable for both the clause i.e. 6.1 & 6.2.

However, if the penalty works out to be less than Rs.10/- then the same shall not be charged.

6.4 The transporter shall ensure delivery of material within 48 Hrs. against all GRs received in Shipping Section after retirement. In case the delivery of such consignments is delayed and the case becomes time barred for claim purposes, the whole responsibility will be of transporter.

## **7. FORCE MAJEURE CONDITION**

The following shall amount to Force Majeure:-

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

Delay attributable to above force-majeure conditions will be reviewed by Incharge CDX/PPX-BOI/MM-IMPORT/CSX at BHEL Haridwar on representation by transporter on case to case basis for granting relief on merit of the case.

## **8. DISTANCE**

- 8.1 Minimum chargeable distance allowed will be 200 Kms.
- 8.2 Distance between two stations for the purpose of payment of freight charges will be determined by the shortest route by All Weather Motorable Road of Road Map of India published by Survey of India being an authentic document. For the places not shown on Road Map of India the distances will be taken from the "Motoring Guide of India" published by Automobile Associations of India, (Kolkata).

Station to station distances are calculated and approved by the distance committee of BHEL and is given at BHEL Website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) as mentioned at Annexure-"E". These distances are only to be used for calculation of freight. This table is reviewed periodically for inclusion of new destinations.

- 8.3 For all stations within 20 Kms of the radius of booking stations, the freight charges will be the same as that from booking station.

## **9. ESCORT/ TRACKING OF VEHICLE**

- 9.1 Where BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost.
- 9.2 Transporter will permit installation of **Vehicle Tracking System (VTS)/Global Positioning System (GPS)**, on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- 9.3 Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL.

Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.

## **10. MINIMUM CHARGEABLE WEIGHT**

Minimum chargeable weight allowed will be 60 Kgs.

**Note:** It is mandatory for transporters to submit freight bills within three months from the date of delivery of consignments. Also Service tax penalty as applicable due to delay in submission of bills by transporters shall be deducted from their respective bills.

## **11. CONSIGNMENT WEIGHT / MEASUREMENTS**

- 11.1 Up to a difference of 5% between the Invoice and actual weight, there will be no claim on freight from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable. The above said tolerance is not applicable for Sub-Contracting related dispatches and payment of freight will be on actual weight basis.

The verification of weight of incoming consignments with gross weight above 80 MT (weight of consignment plus vehicle) which is beyond weigh bridge capacity or weigh bridge is under break down, the weight shall be verified on calculation basis viz. volume X density (Density of mild steel is taken as  $7.85 \text{ gm/cm}^3$  which is universally acceptable) or weight verified on the basis of design weight as applicable. The weight also appears on SRVs.

For dispatches from any where in Mumbai & from any ports in India, the weight & dimensions of the consignment shall be mentioned on Road Despatch Advice (RDA) by ROD, Mumbai office. The weight & dimensions on RDA shall be based on Vendor's packing list/BL/AWB. If the difference between total weight of cargo, as mentioned on RDA and as that on "Weighment Slip" (of Weighing Bridge installed in Haridwar Plant), varies more than 5%, payment shall be made for higher weight limiting to the category of vehicle/carrying capacity of the vehicle as per RC. In case of BOI items, dispatched to various sites, gross weight of consignments, as mentioned on RDA, shall be taken for the purpose of freight payment. In case some correction is required to be done on the RDA after its issue by ROD, Mumbai or upon receipt of material in Plant, the same will be verified by the concerned executive of ROD / Haridwar. For consignments, which qualify to be transported in a smaller category vehicle, but instead, a higher category vehicle is provided / used by transporter on his own choice, the payment shall be made as that for smaller category vehicle only, justifying the weight / dimensions of the consignments transported.

- 11.2 For dispatches from BHEL Haridwar, of finished goods the documentation, invoicing, despatch, planning & actual despatch is done on the basis of weight appearing on packing list fed in system by Design / Shop planning. This weight appearing on Packing List is the basis of freight payment and no actual weighment is done / possible.

in case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL (Incharge of weigh bridge) or customer representative not below the rank of Executive Engineer. In case, consignment has left Haridwar, and suitable capacity of Weigh Bridge is not available at customer, weighment at any weighbridge on the way duly witnessed and verified by BHEL's executive may also be considered. In such cases transporter will submit self-attested photocopy of RC Book in support of tare-weight. Original RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.

- 11.3 Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

## **12. DELIVERY & ACKNOWLEDGEMENT**

- 12.1 It is the responsibility of the transporters to obtain proper acknowledgement on the transporter copy of all GR's when materials are delivered as per clause 5.2 of General Terms & conditions (Annexure-B). In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of material delivered, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignments not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of materials.
- 12.2 The consignee copy of the LR shall be surrendered by BHEL/Customer only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
- 12.3 No other miscellaneous charges will be paid against such consignments.
- 12.4 In case of any damage to the consignment in transit, open delivery certificate and Joint Inspection Memo [JIM] whenever so called for by BHEL / Consignee, shall be adhered to by the transporter.

- 12.5 The transporter will be bound under the contract to give shortages / damage / open delivery / joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability, thus arising, will rest with the transporter. In case of JIM, the transporter should intimate the BHEL representative, authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 12.6 The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.
- 12.7 Transporters shall ensure submission of damage / shortage / loss certificate in the prescribed format Annexure-G, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the "acknowledged copy" of the certificate on freight bill.
- 12.8 In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL to arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL. No freight bill for movement of such consignment shall be entertained till BHEL / Customer's insurance claim is settled.
- 12.9 For all outgoing material, the transporter shall accept different packages for transportation in a single vehicle and for delivery at more than one point at the same destination/station. Even in cases where transporter does not have his branch office or delivery point in India, all consignments either in part loads or full loads shall be accepted by the transporter for transportation and delivery at the said points. Similarly, transporter shall arrange for collection of material from any such points and deliver at any other points as required by BHEL. As far as possible there will not be more than two delivery points at Delhi and in case it exceeds, then Rs. 250/- per point extra will be paid over and above the basic freight.
- 12.10 In case of freight "To Pay" consignments (including those dispatched from BHEL Haridwar) the transporter will submit the proof of delivery within 30 days of date of dispatch/GR.

### **13. DEMURRAGE**

No material belonging to BHEL will be auctioned by transporters where customer has defaulted in taking delivery. The transporter shall store safely all such consignments. The transporter will inform BHEL under Registered Post and ask for instruction in the matter. These cases should be followed up personally by the Local Branch Manager of the transporter. The matter should also be followed up with the consignee by the transporter. "No demurrage, wharfage, ground rent, godown rent is payable to the transporter under any circumstances for any consignment of BHEL / Supplier anywhere in India. This is applicable for all transporters under BHEL rate contract irrespective of whether one has entered in to contract for one group or more. If transporter's godown or site offices demand demurrage charges from sites / consignee the same will be charge back to the transporters with 50% additional loading on them.

### **14. FREIGHT RATES**

The freight rates quoted by transporters should be inclusive of all other charges like Hamali charges, Labour charges, Statistical charges, Surcharges, Goods tax etc. and no extra claim whatsoever shall arise on any account over and above accepted rates during the currency of contract will be entertained. However any taxes / duties other than above if levied by Government shall be paid extra as applicable.

### **15. BULK / VOLUMINOUS CONSIGNMENTS**

In case of smalls (cat. A-I) consignments, the weight will be taken as actual weight or voluminous weight whichever is higher. The voluminous weight will be calculated @ 400 Kgs = 1 Cu. Meter. However, in case of full truck load the voluminous weight will be limited to 7 MT

and for Mini Truck / Van category 5 MT. In case of trailer category C1, C2, C3 so long as the consignment remains in the specified size as per clause 3 above, no extra amount is payable even if the voluminous weight is higher than the actual weight of the material transported.

## **16. TRANS-SHIPMENT**

- 16.1 Transshipment of goods enroute in case of consignments booked as full truck loads in A-I, A-II & A-III loads is normally not allowed. However due to non availability / scarcity of vehicles, one transshipment in the transportation of incoming and outgoing materials for A-I, A-II & A-III category will be allowed except in-cases where material is booked with special instruction on GR "No Transshipment".

However in case of smalls (Group S1 to S4) trans-shipment is not barred but may be resorted to minimum possible extent.

In case of A-III trucks booked as under-loads and for all trailer loads, transshipment is strictly prohibited. Only in exceptional circumstances, when it is inevitable due to breakdown etc. en-route, the same can be allowed only with prior permission of BHEL executive not below the rank of DGM of CDX/ROD Mumbai/PPX-MM(IMP), Haridwar. The reason of transshipment shall be clearly specified. In the event of breakdown of vehicles anywhere en-route, written information is to be given by transporter to BHEL within 72 hours of such breakdown, mentioning the circumstances necessitating the transshipment. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. The vehicle No. in which the material was originally loaded must be recorded in the G.R. Failing this, freight payment will be restricted to actual weight subject to safe delivery verified by the consignee and production of copy of RC; and penalty of 5% of the gross freight amount will be levied.

In all cases of transshipments the entire responsibility for safety of goods shall be at the risk and cost of the transporter. For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to consignment under transportation and/or transshipment, if any, shall be made good by the transporter. Any transshipment anywhere shall be done under strict supervision of the transporter/its representatives, to avoid the risk of any damage to the packing case or the consignment being transshipped. Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage back to BHEL free of charge. Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.

17. Preference may be given to transporters providing vehicles having valid National Permits for loading of consignments claims, if any, of transporter not furnishing vehicles having National Permit may not be considered.

## **18. DOOR DELIVERY / COLLECTION CHARGES**

- 18.1 For outgoing material from Haridwar and from any where in Mumbai or from any port, door delivery as well as collection charges, each at the rate of Rs. 100/- per GR per tonne subject to minimum Rs. 300/- (for door delivery plus collection charges ) will be payable on smalls (upto 5.50 tonnes).
- 18.2 For incoming and anywhere to anywhere (except from mentioned in 18.1), door delivery at the rate of Rs. 200/- per GR per tonne subject to minimum Rs. 200/- will be payable on smalls (upto 5.50 Tonnes) on "To Pay" GRs only. No door delivery charges will be payable on freight PAID and "To Be Billed" GRs and the transporters will have to deliver the consignment irrespective of whatever is mentioned on the GR. No collection charges will be payable for incoming and anywhere to anywhere, as packages of small is to be booked at carrier's godown

in such cases.

- 18.3 In case small (A-I) sub contracted jobs are dispatched to a station making as full truck load involving more than two vendors full truck load shall be payable for heaviest consignment transportation & door delivery charges only for other consignment(s).
- 18.4 Actual weight or volumetric weight (whichever is higher) will be considered for door delivery/ collection charges in line with clause 15 above.

**19. REIMBURSEMENT OF OCTROI CHARGES, POWER BLOCK / HEIGHT GAUGE CHARGES, PAYMENT OF CHARGES / PENALTY OF ODC CONSIGNMENT**

**19.1 OCTROI CHARGES**

Octroi charges shall be paid initially by the transporter for all the paid (outgoing) and to-pay (incoming) consignments, which will be reimbursed on production of documentary proof (original copy of the octroi receipt) alongwith the freight bills. No charges will be paid by BHEL for detention of vehicles at check posts, except as provided at Clause No. 27 below.

**19.2 POWER BLOCK / HEIGHT GAUGE CHARGES**

This shall be applicable for trailer loads with height above 3.5 meter. The power block / height gauge charges at railway crossings shall be paid initially by the transporter.

- 19.2.1 The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof (original receipt/acknowledgement from Railways) from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. and date of payment against which the charges are paid.
- 19.2.2 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of six (6) working days shall be considered at each gate subject to submission of the proof.

**19.3 PAYMENT OF CHARGES / PENALTY OF ODC CONSIGNMENT**

- 19.3.1 No reimbursement will be allowed for any penalty / charges attributable on account of any loss or damages occurring to any public or private property due to movement of ODC consignment.
- 19.3.2 No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

**20. DIESEL ESCALATION/DE- ESCALATION CLAUSE**

- 20.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- 20.2 The reference diesel rate shall be the actual diesel rate as on date of award of contract. The rates of diesel will be calculated on the basis of IOCL website ([www.iocl.com](http://www.iocl.com)) rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- 20.3 The latest diesel rate, available on IOCL website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month. For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL diesel rate available by 15th July.

- 20.4 The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (Rate x MT x Kms) due to diesel escalation shall be payable to the transporters.
- 20.5 The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.
- 20.6 In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

## **21. VEHICLE PLACEMENT SCHEDULE**

Vehicle for loading with suitable slings / chains, "D" shackles, clamps etc. will be placed at loading point on required dates. Dates for placement of vehicle shall be informed to successful bidders from time to time.

In case BHEL demands placement of the vehicle even on Sundays or Holidays, the transporter has to provide vehicle on required date and the same shall be accounted for deciding the delay in placement of vehicle.

## **22. DESPATCH PREFERENCE**

Transporters having branch office at Project /Sites / nearby towns will be preferred in order to resolve commercial issues.

## **23. MIX-LOAD FREIGHT**

In case of mixed loading, payment of freight in the higher weight category will be payable for actual loads/ loading capacity of vehicle, whichever is lower.

## **24. OPEN DELIVERY CERTIFICATE**

Open delivery certificates shall be issued by the transporter or his representative, preferably at the time of delivery of the consignment or within 3 days after delivery, failing which loss incurred due to short delivery / delivery of damaged consignment will totally be recoverable from the transporter. In case of Non-delivered consignment a Non-delivery certificate is to be submitted within the stipulated period, failing which the value of the consignment shall be recovered from the transporter.

## **25. DELIVERY OF DOCUMENTS TO CONSIGNEE**

The transporter will also deliver the documents given by the BHEL / Supplier / Sub-Contractor / Customer like SMIV, "Duplicate Copy of Transporter" Invoice, TC, Drawing, Packing List, Challan etc. to the consignee.

## **26. VEHICLE CATEGORISATION**

In case transporter carries higher category consignments in lower category of vehicles, the freight will be calculated as minimum of the freight applicable for the two categories. It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimensions.

## **27. DETENTION CHARGES**

The detention charges shall be payable @ Rs.1500/- for trucks (A1, A2,A3 and D) per vehicle per day and Rs. 2500/- for Trailers (C1, C2 & C3 and group C4) per vehicle per day, detention charges shall be on each occasion subject to detention of vehicle in plant/port/site beyond a period defined as given below:-

## **DAY OF ENTRY + DAY OF EXIT + ONE WORKING DAY**

### **Maximum detention charges shall be 30% of the gross freight**

However in such cases transporter will have to submit proof of entry and exit timings of vehicle in the plant/port/site.

Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods, the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD, Mumbai. Therefore, any detention in clearance is BHEL responsibility. Thus the provision of non-payment of detention charges at Octroi / Naka is not applicable in these cases.

Moreover, due to any problem at any Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Octroi/Naka/Port and non-recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at Octroi Naka will be accepted as date of arrival at destination. The stamp / endorsement of Octroi / Naka or verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as per contract till date of release of vehicle as per acknowledgement by ROD.

## **28. HILL AREA FREIGHT**

The transportation of consignments to various hill area sites is also included.

- 28.1 The list of hill area projects indicating details of distance (Plain area distance, Hill portion distance and total distance) is enclosed at Annexure "F". For projects not covered in the list (if any during contract period), shall be communicated on case to case basis.
- 28.2 **Transporter shall be paid extra freight @ of 60% of basic freight rate (including diesel escalation/de-escalation charges) applicable for the categories / groups of consignment for hill portion only in addition to the normal freight for the total journey.**

## **29. LIFTING OF CONSIGNMENTS**

The transporters will lift consignments of all categories from ANYWHERE TO ANYWHERE IN INDIA and deliver to consignee in India whether or not they have their branch office at the originating or at destination station.

## **30. MISCELLANEOUS**

Any changes in Motor Vehicle Act announced by Govt. of India, Ministry of Surface & Transport from time to time will be applicable and the same shall be binding both on BHEL & transporters. Additional financial burden if any on transporter will be decided mutually.

31. Under ISO-14001 and ISO-18001 obligations for Environmental Safety and Occupational Health Safety, the necessary instructions shall be followed viz-a-viz:-
- Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipments.
  - Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).
  - Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel.
  - Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.
  - Driver shall report to the nearest police station about accident, if it takes place during

transportation. He shall also inform the consignor/consignee immediately.

- (f) Safety requirement during external (outside BHEL Haridwar premises) transportation also.

32. As per section 194-C of Income-Tax act, Tax deductions at source will be done from payments of Transporters or Sub-Contractors.
33. Freight confirmation letter will be issued at the time of booking/lifting of material by the concerned departments for To-pay GRs wherever required.

However, the transporter will submit the photocopy of material acknowledgement taken from consignee duly certified by him within two weeks of date of delivery. In case these are not submitted regularly in time then further FCL will be issued only after submission of acknowledgements instead of at the time of booking.

34. Transporter shall be fully responsible for safe movement of his vehicles, follow of State laws and any dispute that may arise on account of his vehicle. Branch Manager or his authorised representative should be present at the time of loading of all consignments. The transporter will ensure proper loading including lashing of packages, satisfy himself with their condition at the time of booking and issue of GR. Transporters will ensure proper fastening of consignments with suitable slings/chains, D-shackles, clamps etc with Trailers before movement of vehicle from the loading point. Transporters will also check conditions of lashing/packing, welding of stoppers with Trailers periodically and shall arrange proper rectifications whenever required during movement of vehicle.
35. Freight Bills should accompany invariably with original acknowledgement on GR otherwise same may not be verified.
36. The Transporters should give daily feedback on movement/delivery of urgent/full truck/Trailer consignments. It will be desirable that the transporters have their vehicles equipped with high automation communication system. This will help in getting fast & accurate information about the vehicle location/delivery of consignment.
37. Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material may be rebooked by transporter to consignor on "Freight To Pay" basis without waiting for instructions. In such cases the liability for to and fro freight will rest with BHEL. No charges will be paid towards demurrage.
38. The transporter will be given a standard GR format by BHEL, in A4 size for outward consignment sent from Haridwar and same format is to be utilised by transporters for their GRs.

**39. CLUBBING OF VEHICLES**

- 39.1 Wherever a transporter offers/agrees to transport the consignments in higher capacity/category of vehicles either through clubbing two or more nos. of lower category vehicles or without clubbing and agrees to charge freight as per original booking or permissible as per new proposed booking, whichever is lower, can be allowed by BHEL with prior permission at its discretion on case to case basis. However, clubbing is not allowed in case any vehicle is booked as under load.
- 39.2 Where two or more consignments have been booked through different vehicles by BHEL, the clubbing of the same in one vehicle by the transporter is strictly prohibited. If it is found by BHEL that at any stage during transportation, two or more consignments booked in different vehicles, are CLUBBED in single vehicle by transporter, then freight payment will be made on actual weight @ minimum rates applicable in all categories subject to safe delivery verified by the consignee and production of copy of RC with 50% penalty. If such instances are found more than TWO times then BHEL may take appropriate disciplinary action as may deem fit.

**40. SPECIAL CONDITION**

In case consignments other than the sectors / areas awarded, are given to transporter, for any reason, then transporter will have to transport the consignment and shall be bound by the rates, terms and conditions of the applicable group under this contract only. The freight charges shall be paid accordingly as per the contract.

**41. RESCUE OPERATION**

Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Cost of rescue operations will be reimbursed to transporter only on and to the extent, the same are paid by the underwriter to BHEL.

**42. GRACE PERIOD FOR KANWAD MELA (IN JULY/AUGUST)**

**For LD purpose:** A grace period of total 11 days on account of Kanwad Mela (10 days relaxation before Date of Shivratri and 1 day relaxation after Date of Shivratri) shall be given only in respect of the consignments which are due to pass in the restricted zone i.e. Hardwar – Roorkee – Muzaffarnagar -Meerut and vice versa during the period as per the contract and starting date of consignment. This relaxation shall be for placement time of vehicles as well as for delivery time.

**43. RISK PURCHASE**

In the event of any successful Tenderer, after award of LOI / Contract fail to fulfill any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, including non-lifting of consignments as per contract / Contract agreement, BHEL will exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers,

The additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Carriers/transporters. The decision of BHEL with regard to arriving at the cost of recovery from the Carriers shall be final and binding on the Carriers.

**ANNEXURE – D**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

Name of Transporter                      Bill No.                      Full Address                      Date

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl. No.	C-Note No./Material Receipt Date	GR. No. & Date	Name of the consign or /Consignee stations	Actual Weight	Distance	Consignment Category	Rate	Freight	Door delivery Charges	Other Charges Total	PO. No. & Date	Vehicle No.	Remarks

Total amount in words

Signature of Transporter

Total amount in words

Verified for payment Rs. \_\_\_\_\_

**Note:**

1. For trailer consignments, size scale shall be affixed by the transporter and actual sizes shall be entered therein.
2. Deductions if any shall be indicated on the Bill itself giving related reference.

**ANNEXURE-E**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

**SCHEDULE OF DISTANCES**

Note: Station to station distances are calculated and approved by the distance committee of BHEL and distance chart is given at BHEL Website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). These distances are only to be used for calculation of freight.

Distance chart file is available at above mentioned website under the heading "Transportation ", sub heading "Approved Transporter" at following address:-

[www.bhelhwr.co.in/transporter/dist.pdf](http://www.bhelhwr.co.in/transporter/dist.pdf)

**ANNEXURE-F**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

**LIST AND DETAILS OF HILL AREA PROJECTS**

SNO	NAME	PROVINCE	HILL PORTION STARTS	DISTANCE from Haridwar		
				PLAIN PORTION IN KM	HILL PORTION IN KM	TOTAL IN KM
1	LARJI	HP	KIRATPUR	266	150	416
2	BAIRASUIL	"	PATHANKOT	446	162	608
3	NAPTHA JHAKRI	"	KALKA	213	241	446
4	GHANVI	"	"	213	273	486
5	MANERIBHALI STAGE-1	UK	RISHIKESH	24	148	172
6	MANERIBHALI STAGE-2	"	"	24	131	155
7	KOTESHWAR	"	"	24	113	137
8	SHANAN	J&K	KIRATPUR	266	154	420
9	SALAL	"	JAMMU	554	57	611
10	LOWER JHELUM	"	"	554	313	863
11	CHENANI	"	"	554	66	620
12	UPPER SINDH	"	"	554	340	894
13	LOKTAK	MANIPUR	GUWAHATI	1926	99	2025
14	TURIAL	MIZORAM	"	1926	469	2395
15	UMIAM UMTRU	MEHALIA	"	1926	682	2608

**ANNEXURE - G**

**Notice of Damage / Shortage / Discrepancy to consignment on delivery**

(to be furnished invariably by the transporter immediately on receipt of)  
 (intimation by them in duplicate under acknowledgement and the)  
 (acknowledged copy to be submitted along with "Freight Bill")

The consignment as under is reported to have been delivered in shortage / damaged / discrepant condition as per acknowledgement obtained from Consignee as described overleaf of the L/R.

Consignment Note (L/R) No

Freight Bill No.

Despatch Advice Note No  Date:

Work Order No.  Freight char

Consignee  Destination:

1. **We** accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. **We** undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. **We** have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part, proportionate to the loss/damage as applicable from our running bills.
4. **We** shall not indulge in any defense of whatsoever nature on this matter.
5. **This** is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

**Encl:** Copy of FIR lodged, Comments/Remarks of Consignee, Received L/R copy, Insurance Survey/Damage Report. [Please ✓ mark]

Date: \_\_\_\_\_ (Authorized signatory of the transporter affixing the Company Seal)

**(For endorsement by concerned Commercial Group)**

## **TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

### **Contains:- PRICE BID – Part– II**

**Annexure “H (i)” to “H (xxv)” Bill of quantity / Schedule of rates (Sixteen sheets), one each for Group M1 to M16, Group S1 to S4 (Four Sheets), Group R1 to R4 (Four Sheets) & Group C4 (One Sheet)**

Note: - Envelope marked as “Price Bid - PART-II” should contain twenty sealed envelopes. Each sealed envelope shall contain Price Bid for a particular group super scribed on the envelope i.e. Group M1, Group M2, Group M3, Group M4, Group M5, Group M6, Group M7, Group M8, Group M9, Group M10, Group M11, Group M12, Group M13, Group M14, Group M15, Group M16, Group S1, Group S2, Group S3, Group S4, Group R1, Group R2, Group R3, Group R4 & group C4.

**All the twenty envelopes should be super-scribed with followings.**

- 1. “Price Bid - PART-II”**
- 2. Tender No. BHEL/HWR/CDX/ENQ/1516-011**
- 3. Group No. M1, Group M2... etc.**

**ANNEXURE- H (i)**

**GROUP: M1**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

**PRICE BID – Part– II**

**BILL OF QUANTITY/ SCHEDULE OF RATES**

Truck category (A-II, A-III & D), for distances upto 500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	Full truck load >5.50 MT - 7 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms	A-II	6.07		
2	Full truck load >7 MT - 15 MT Size upto 670 x 205 x 210 cms Over size upto 770 x 205 x 250 cms	A-III	1.82		
3	Mini truck load upto 5 MT Dimension: L=396cms,W=180cms, H=200cms	D	0.25		
4	Freight for Yamuna Nagar for Full truck load [Cat. A-II (a)- same spec. as A-II] Full truck load upto 7 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms	A-II (a)	1.82		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories i.e. A-II, A-III, D and A-II(a); and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 and 2.4 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (ii)**

**GROUP: M2**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

Truck category (A-II, A-III & D), for distances between (501-1000 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	Full truck load >5.50 MT - 7 MT Size upto 488 x 205 x 205 cms. Over size upto 605 X 205 X 250 cms	A-II	3.64		
2	Full truck load >7 MT - 15 MT Size upto 670 x 205 x 210 cms Over size upto 770 x 205 x 250 cms	A-III	0.25		
3	Mini truck load upto 5 MT Dimension: L=396cms,W=180cms,H=200cms	D	0.18		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories i.e. A-II, A-III, and D; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 and 2.4 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (iii)**
**GROUP: M3**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**  
**PRICE BID – Part– II**  
**BILL OF QUANTITY/ SCHEDULE OF RATES**

Truck category (A-II, A-III & D), for distances between (1001-1500 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	Full truck load >5.50 MT - 7 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms	A-II	224.56		
2	Full truck load >7 MT - 15 MT Size upto 670 x 205 x 210 cms Over size upto 770 x 205 x 250 cms	A-III	12.14		
3	Mini truck load upto 5 MT Dimension : L=396cms, W=180cms, H=200cms	D	0.91		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories i.e.A-II, A-III and D; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 and 2.4 of Annexure – C).

 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Tpt. \_\_\_\_\_

**ANEXURE- H (iv)**

**GROUP: M4**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

Truck category (A-II, A-III & D), for distances above 1500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	<b>Full truck load &gt;5.50 MT - 7 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms</b>	<b>A-II</b>	61.29		
2	<b>Full truck load &gt;7 MT - 15 MT Size upto 670 x 205 x 210 cms Over size upto 770 x 205 x 250 cms</b>	<b>A-III</b>	3.64		
3	<b>Mini truck load upto 5 MT Dimension : L=396cms, W=180cms, H=200cms</b>	<b>D</b>	0.30		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories i.e. A-II, A-III and D; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra are applicable (refer clause 2.3 and 2.4 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (v)**
**GROUP: M5**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
 PRICE BID – Part– II  
 BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C1), for distances upto 500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl. No.	Dimensi ons	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Trailer load –            Single piece consignment weighing above 15MT upto 21MT;            or Single piece having size            L : Above 770 upto 1750 cms            or W : Above 205 upto 550 cms            or H : Above 250 upto 350 cms</b>	<b>C1</b>	32.77		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Tpt. \_\_\_\_\_

**NNEXURE- H (vi)**
**GROUP: M6**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
 PRICE BID – Part– II  
 BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C1), for distances between (501- 1000 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Trailer load –</b>  <b>Single piece consignment weighing above 15MT upto 21MT;</b>  <b>or Single piece having size</b>  <b>L : Above 770 upto 1750 cms</b> <b>or W : Above 205 upto 550 cms</b> <b>or H : Above 250 upto 350 cms</b>	<b>C1</b>	2.30		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (vii)**

**GROUP: M7**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011**

**PRICE BID – Part– II**

**BILL OF QUANTITY/ SCHEDULE OF RATES**

Trailer category (C1), for distances between (1001- 1500 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	<b>Trailer load –</b>  <b>Single piece consignment weighing above 15MT upto 21MT;</b>  <b>or Single piece having size</b>  <b>L : Above 770 upto 1750 cms</b> <b>or W : Above 205 upto 550 cms</b> <b>or H : Above 250 upto 350 cms</b>	<b>C1</b>	143.23		
		Total quoted freight Value in Rs. Lacs.			

Note:-

1. Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
2. The quantities given above are tentative and may vary.
3. Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Name of Tpt.\_\_\_\_\_

**ANNEXURE- H (viii)**

**GROUP: M8**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C1), for distances above 1500 kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Trailer load –</b>  <b>Single piece consignment weighing above 15MT upto 21MT;</b>  <b>or Single piece having size</b>  <b>L : Above 770 upto 1750 cms</b> <b>or W : Above 205 upto 550 cms</b> <b>or H : Above 250 upto 350 cms</b>	<b>C1</b>	41.27		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (ix)**

**GROUP: M9**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C2), for distances upto 500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 21MT upto 27 MT (Beyond scope of C1 category)</b>	<b>C2</b>	<b>2.43</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (x)**

**GROUP: M10**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C2), for distances between (501-1000 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 21MT upto 27 MT (Beyond scope of C1 category)</b>	<b>C2</b>	<b>0.60</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xi)**

**GROUP: M11**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C2), for distances between (1001-1500 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 21MT upto 27 MT (Beyond scope of C1 category)</b>	<b>C2</b>	<b>37.02</b>		
		Total quoted freight Value in Rs. Lacs.			

**Note:-**

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xii)**

**GROUP: M12**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C2), for distances above 1500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 21MT upto 27 MT (Beyond scope of C1 category)</b>	<b>C2</b>	<b>10.93</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xiii)**

**GROUP: M13**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C3), for distances upto 500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	<b>Single piece consignment weighing above 27MT upto 35 MT (Beyond scope of C2 category)</b>	<b>C3</b>	<b>1.58</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

1. Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
2. The quantities given above are tentative and may vary.
3. Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xiv)**

**GROUP: M14**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C3), for distances between (501-1000 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	<b>Single piece consignment weighing above 27MT upto 35 MT (Beyond scope of C2 category)</b>	<b>C3</b>	<b>0.60</b>		
		Total quoted freight Value in Rs. Lacs.			

**Note:-**

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xv)**
**GROUP: M15**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
 PRICE BID – Part– II  
 BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C3), for distances between (1001-1500 Kms) from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 27MT upto 35 MT (Beyond scope of C2 category)</b>	<b>C3</b>	<b>27.31</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature\_\_\_\_\_  
 Name\_\_\_\_\_  
 Designation\_\_\_\_\_  
 Name of Tpt.\_\_\_\_

**ANNEXURE- H (xvi)**

**GROUP: M16**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (C3), for distances above 1500 Kms from Haridwar to anywhere in India and from anywhere (except from any where in Mumbai or from any port of India) to anywhere in India**

Sl.No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Single piece consignment weighing above 27MT upto 35 MT (Beyond scope of C2 category)</b>	<b>C3</b>	<b>7.28</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

1. Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
2. The quantities given above are tentative and may vary.
3. Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xvii)**

**GROUP: S1**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Truck category (A-I), for distances upto 500 Kms from Haridwar to anywhere in India and from anywhere to anywhere in India**

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Smalls-upto 5.50 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms</b>	<b>A-I</b>	<b>1.78</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xviii)**

**GROUP: S2**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Truck category (A-I), for distances between (501-1000 Kms) from Haridwar to anywhere in India and from anywhere to anywhere in India**

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Smalls-upto 5.50 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms</b>	<b>A-I</b>	<b>1.38</b>		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xix)**

**GROUP: S3**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Truck category (A-I), for distances between (1001-1500 Kms) from Haridwar to anywhere in India and from anywhere to anywhere in India**

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Smalls-upto 5.50 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms</b>	<b>A-I</b>	<b>57.66</b>		
			Total quoted freight Value in Rs. Lacs.		

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xx)**

**GROUP: S4**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Truck category, for distances above 1500 Kms from Haridwar to anywhere in India and from anywhere to anywhere in India**

Sl. No.	Dimensions	Cat. No.	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
<b>1</b>	<b>Smalls-upto 5.50 MT Size upto 488 x 205 x 205 cms. Over size upto 605 x 205 x 250 cms</b>	<b>A-I</b>	<b>16.29</b>		
		Total quoted freight Value in Rs. Lacs.			

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xxi)**

**GROUP: R1**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011 - PRICE BID – Part– II**

**BILL OF QUANTITY/ SCHEDULE OF RATES**

**Truck category, from any where in Mumbai or from any port of India to anywhere in India**

Sl. No.	Dimensions	Cat	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	from any where in Mumbai or from any port of India to Haridwar	A-II	1.02		
2	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms		0.08		
3	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		0.41		
4	from any where in Mumbai or from any port of India to Haridwar	A-III	40.70		
5	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms		0.25		
6	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		5.91		
7	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms	D	0.07		
8	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		0.33		
Total value in Rs. Lacs					

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories i.e. A-II, A-III and D; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 2.3 and 2.4 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xxii)**

**GROUP: R2**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category C1, from any where in Mumbai or from any port of India to anywhere in India**

Sl. No.	Dimen sions	Cat	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT- KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	from any where in Mumbai or from any port of India to Haridwar	C1	<b>46.80</b>		
2	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms		<b>0.25</b>		
3	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		<b>2.05</b>		
Total value in Rs. lacs					

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all categories; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xxiii)**

**GROUP: R3**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category C2, from any where in Mumbai or from any port of India to anywhere in India**

Sl. No.	Dimen sions	Cat	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	from any where in Mumbai or from any port of India to Haridwar	C2	<b>27.47</b>		
2	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms		<b>0.12</b>		
3	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		<b>0.62</b>		
Total value in Rs. lacs					

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xxiv)**

**GROUP: R4**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011  
PRICE BID – Part– II  
BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category C3, from any where in Mumbai or from any port of India to anywhere in India**

Sl. No.	Dimen sions	Cat	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lacs (Col. 1 x Col. 2)
1	from any where in Mumbai or from any port of India to Haridwar	C3	<b>17.81</b>		
2	from any where in Mumbai or from any port of India to anywhere in India up to 500 Kms		<b>0.12</b>		
3	from any where in Mumbai or from any port of India to anywhere in India above 500 Kms		<b>0.62</b>		
Total value in Rs. lacs					

Note:-

- Every transporter has to necessarily quote rates for total Bill of Quantity for all the categories; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
- The quantities given above are tentative and may vary.
- Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 of Annexure – C).

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Tpt. \_\_\_\_\_

**ANNEXURE- H (xxv)**

**TENDER NO. BHEL/HWR/CDX/ENQ/1516-011 - PRICE BID – Part– II**

**BILL OF QUANTITY/ SCHEDULE OF RATES**

**Trailer category (Group C4), for consignment of height above 3.5 mtrs from anywhere to anywhere in India**

S. No.	Dimensions	Cat. No./ Description	Rate in Rs. per K.M. Per M.T.		
			1	2	3
			Bill of Quantity MT-KM Lacs	Rate Rs. per MT per KM	Value in Rs. Lac (Col. 1 x Col. 2)
1	From anywhere to anywhere up to 500 Kms	Load up to 21 MT and consignment height above 3.50 mtrs	1.6385		
2	From anywhere to anywhere above 500 and up to 1000 Kms		0.115		
3	From anywhere to anywhere above 1000 and up to 1500 Kms		7.1615		
4	From anywhere to anywhere above 1500 Kms		2.0635		
5	From anywhere to anywhere up to 500 Kms	Load above 21 MT & up to 27 MT and consignment height above 3.50 mtrs	2.43		
6	From anywhere to anywhere above 500 and up to 1000 Kms		0.1215		
7	From anywhere to anywhere above 1000 and up to 1500 Kms		1.851		
8	From anywhere to anywhere above 1500 Kms		0.5465		
9	From anywhere to anywhere up to 500 Kms	Load above 27 MT & up to 35 MT and consignment height above 3.50 mtrs	0.079		
10	From anywhere to anywhere above 500 and up to 1000 Kms		0.03		
11	From anywhere to anywhere above 1000 and up to 1500 Kms		1.3655		
12	From anywhere to anywhere above 1500 Kms		0.364		
<b>Total quoted freight Value in Rs. Lacs.</b>					

**Note:-**

1. Every transporter has to necessarily quote rates for total Bill of Quantity and the quoted rates are valid for total Bill of Quantity as above or/and part thereof.
2. The quantities given above are tentative and may vary.
3. Above rate shall be for normal size consignment, for ODC consignments the reimbursement/ extra payments are applicable (refer clause 4.1 & 4.2 of Annexure – C).

Signature.....Name.....Designation.....Name of Tpt.\_

**ANNEXURE-I**

**Presence in different states & union territories sufficing all India purviews in terms of branches /franchises (Fill as applicable)**

Sl. No.	State /Union territories	Branches (Name of person Incharge, address, phone number etc.)	Franchises, if any
1	Andhra Pradesh		
2	Arunachal Pradesh		
3	Assam		
4	Bihar		
5	Chhattisgarh		
6	Daman		
7	Delhi		
8	Goa		
9	Gujarat		
10	Haryana		
11	Himachal Pradesh		
12	Jammu & Kashmir		
13	Jharkhand		
14	Karnataka		
15	Kerala		
16	Madhya Pradesh		
17	Maharashtra		
18	Manipur		
19	Meghalaya		
20	Mizoram		
21	Nagaland		
22	Orissa		
23	Pondicherry		
24	Punjab		
25	Rajasthan		
26	Sikkim		
27	Tamil Nadu		
28	Telangana		
29	Tripura		
30	Uttarakhand		
31	Uttar Pradesh		
32	West Bengal		

**ANNEXURE-J**

**Self-Certification Affidavit**

(To be executed on non-judicial stamp paper worth ₹ 100/-)

To,  
Addl. General Manager (CDX), HEEP, BHEL HARIDWAR

1. We \_\_\_\_\_ (IBA Code \_\_\_\_\_) have read the Tender terms & conditions' of tender no. \_\_\_\_\_ attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of ₹ \_\_\_\_\_/- (Rs \_\_\_\_\_ Lakhs only) is herewith forwarded as EMD in the form of DD in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -  
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
  - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
  - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
  - 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](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
  - 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).
  - 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, without any liability for any compensation to us (*Name of bidder*) if,
    - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
    - Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
9. Verified and signed today, the \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) at \_\_\_\_\_ (Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:  
Complete Address of the tenderer:  
Contact details:

(Signature of the tenderer affixing official stamp)

Name & Designation

Name & Address of witnesses:-

1. 2.

**Annexure - K**

*(PROFORMA FOR BANKER'S CERTIFICATE ON BANK LETTER HEAD)*

**TO WHOMSOEVER IT MAY CONCERN**

It is to certify that M/S \_\_\_\_\_(Name of the transporter with address and IBA Code) (A limited company/private company/ partnership/ proprietorship) is maintaining a current A/c with us.

During the previous years firm's transactions with the bank had been as under :--

(in Rs. Lakhs)

<b>Particulars</b>	<b><u>2012-13</u></b>	<b><u>2013-14</u></b>	<b><u>2014-15</u></b>
Bank transactions			
Cash Credit / OD limit			
Any other aspect			

The Bank Transactions of the firm have been found satisfactory and their financial position is sound.

Place:  
Date:

Authorised signatory of the Bank with Seal

**ANNEXURE-L**

**BUSINESS PROFILE OF THE BIDDER**

1. Name of the firm/concern:
2. Nature of the firm/concern:
3. Year of inception:
4. IBA Code No.:
5. Income Tax PAN Number:
6. Registered Office:
7. Corporate Office:
8. Zonal Office:
9. Office for Immediate Reporting:
10. Website:
11. Phone Number:
12. Fax Number:
13. E-mail id:
14. Company incorporation details:
15. Board of Director:
16. Business Activities:
17. Bankers:
18. Details of Branch Offices:

Sl. No.	Place/Location	Address	Contact Person	Phone	Fax	E-mail Id

19. Paid-up Capital:
20. Annual turnover:
21. Membership of Professional Associations, *if any*
22. Associates, *if any*.
23. Certificate of Registration with GOI, MOS, RT&H, *if any*:

(Signature of the Authorised signatory affixing official seal of the Bidder)

Name:  
Designation:

**Annexure – M**

**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**

- 1.1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:-
  - 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.
  - 1.1.2 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.
- 1.1.3 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.
- 1.2 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.

### **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. Mrs. Pravin Tripathi, IA & AS (Retd.) will be the Independent External Monitor (I.E.M) for this Tender/contract. Her contact details are as follows;-

*Mrs. Pravin Tripathi, IA & AS (Retd.)  
D-243, Anupam Gardens  
Lane 1B, Neb Sarai, Sainik Firm  
New Delhi  
+91 1129533206*

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 Subcontractor(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 nonbinding 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, BHEL 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.

### Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal  
(Office Seal)

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

Place-----

Date-----

Witness:  
(Name & Address)

Witness:  
(Name & Address)

**ANNEXURE-N**

**BANK GUARANTEE BOND**

In consideration of the Bharat Heavy Electricals Limited, ..... Division (hereinafter called "the Company") having agreed to exempt ..... (hereinafter called "the said Contractor" which term includes "Suppliers" for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt ..... made between ..... and ..... for (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rupees ..... only).

2. We, ..... (Hereinafter referred to as "the Bank") at the request of ..... Contractor(s)  
(Indicate the name of Bank) do hereby undertake to pay to the Company an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

3. We, ..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur,  
(Indicate the name of Bank) merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ....., further agree that the Guarantee herein contained shall remain in full force and effect  
(Indicate the name of Bank) during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... Office/department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all the liability under this guarantee thereafter.

5. We, ....., further agree with the Company that the company shall have the fullest liberty without  
(Indicate the name of Bank) our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractors) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractors and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, ....., lastly undertake not to revoke this guarantee during its currency except with the  
(Indicate the name of Bank) previous consent of the Company in writing.

Dated the ..... day of .....  
name of Bank)

For ..... (Indicate the

**Annexure-O**

**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

(Transporter is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

SL. NO	PARTICULARS	WHETHER INFORMATION PROVIDED	(REFERENCE TO ANNEX. NO. /PAGE NO.)
1	Name and full address of the bidder & Head office.	Yes/No	
2	FAX No. / Phone No. / Email address / Mobile No.	Yes/No	
3	Name/Designation & Address of the official of bidder to whom all the references shall be made.	Yes/No	
4	Name and address of Directors/Partners.	Yes/No	
5	Business Profile of the Bidder as per (Annexure-L)	Yes/No	
6	Copy of PAN Card	Yes/No	
7	Copy of Service Tax Registration		
8	Office establishment, suitable Godown etc. at Haridwar. Telephone no. of office, E-mail address.	Yes/No Tel.No. _____ Email _____ Address _____	
9	Whether all pages of Annexure-1, A, B, C, D, E, F, G, H, I, J, K, L, M, N & O signed as token of acceptance.	Yes/No	
10	Validity of offer/rates to be quoted for 120 days from the date of opening of tender.	Yes/No	
11	Attested copy of Power of Attorney as per point 9 of Annexure-1	Yes/No	
12	Authority letter for person authorised for signing the quotation, if any, fully attested by Notary	Yes/No	
13	Pre-printed Branch List-Enclosed	Yes/No	
14	EMD of Rs. 2.00 Lacs enclosed	Yes/No	
15	India Bank Association (IBA) approval No. & documents submission. Validity of approval upto _____	Yes/No	
16	Affidavit as per Eligibility Criteria (Annexure-1)	Yes/No	
17	Copies of Audited Annual Accounts for last three financial years.	Yes/No	
18	Format of acknowledgment / receipt of consignments got pre-printed on overleaf of GR / LR forms as per clause 5.2 of Annexure-B	Yes/No	

**NOTE:**

1. Copies of all the documents submitted by the bidder should be duly attested by self and Notary/Gazetted officer/ Registrar of Company as applicable. Attestation by self and Notary/Gazetted officer/ Registrar of Company is to be done on all the pages of the submitted documents.
2. All the reference & details should be filled in neatly in the above statement.

(Signature of Bidder)