

CENTRAL DESPATCH DIVISION, HEEP
BHARAT HEAVY ELECTRICALS LIMITED, RANIPUR, HARIDWAR

ALL INDIA RATE CONTRACT FOR ROAD TRANSPORTATION FROM ANYWHERE IN MUMBAI OR MUMBAI / KANDLA / MUNDRA / NHAVA SHEVA PORT TO HARIDWAR / ANYWHERE IN INDIA BY MECHANICAL TRAILERS (C1 & C2)

Tender No: HWR/CDX/OT/C1,C2&C-LB/2014-15 Dated: 23/01/2015

Contract is valid up to 19/03/2016 from the date of Award of Work (AOW) mentioned in table below.

Category	Description	Approved Rates, Rs/MT/KM	Approved Transporters, M/s	% Work Distribution	Date of Award of Work
C1 (22 MT Trailer)	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to HWR	2.88	Bharatiya Roadlines (P) Ltd.	50%	20/03/2015
	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to anywhere up to 400 Km	2.61	Darcl Logistics	31.25%	27/03/2015
	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to anywhere above 400 Km	3.23	RCI Logistics (P) Ltd.	18.75%	27/03/2015
C2 (27 MT Trailer)	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to HWR	2.85	Ganesh Roadlines	44.44%	20/03/2015
	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to anywhere up to 400 Km	3.17	Bharatiya Roadlines (P) Ltd.	27.78%	27/03/2015
	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to anywhere up to 400 Km	3.17	Darcl Logistics	16.67%	27/03/2015
	From Mumbai or Mumbai/Kandla/Mundra/Nhava-Sheva port to anywhere above 400 Km	3.03	RCI Logistics (P) Ltd.	11.11%	27/03/2015

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Details of Approved Transporters

<p> M/s Bharatiya Roadlines (P) Ltd. 211-212, Raghava Ratna Towers, Chirag Ali Lane, Hyderabad – 500001 Phone: 040-23202651, 52, 32996080 Fax: 040-23203261 Sh. Vinod Choudhary– 09319664872, 01334-220578 Sh. Mukesh – 08859821561, 09756951207 Email: brl_hwr@rediffmail.com, brl_hyd@rediffmail.com </p>	<p> M/s Ganesh Roadlines O P Jindal Marg, Industrial Area, Delhi Road, Hisar-125005, Haryana Mr. Anand Singh(GM), Mr. Hanuman Choudhary Mob.: 0989643815 Email:- grl@ganeshroadlines.com; anand@ganeshroadlines.com </p>
<p> M/s RCI Logistics Pvt. Ltd. 374, “C” Block, Chenoy Trade Centre, Parklane, Secunderabad-500003 Mr. Chaturvedi - 9358289435, 040-27899344/27848567, F040-27899345 Email:- haridwar@rcilogistics.co.in, rcihyd@rciindia.com </p>	<p> M/s DARCL Logistics Ltd. 19, Tilak Bazar, Hisar-125001. (Haryana) Mr. Sushil Sharma - 9319451169 Mr. Rajesh - 9389318302 headoffice@darcl.com ; marketing.hsr@darcl.com; haridwar@darcl.com, suresh.sharma@darcl.com 01662-232269, 01662-241003-006 </p>

TENDER / CONTRACT DOCUMENTS
comprising of
TENDER TERMS & CONDITIONS
and
GENERAL TERMS & CONDITIONS
of
“All India Rate Contract for Road Transportation”
by
C1, C2 & Low bed trailer

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TENDER TERMS & CONDITIONS

T-1 TENDERERS SHOULD TAKE NOTE AND ENSURE THE FOLLOWING:--

- T-1.1** All the clauses of the “Tender Terms & Conditions”, “General Terms & Conditions” and “Special Terms & Conditions” should be read thoroughly and well understood before tender is submitted.
- T-1.2** Tenderers should ensure to avoid errors and to take utmost care to ensure that their tenders are not rejected due to incomplete bid submission.
- T-1.3** Non-compliance with any of the tender conditions set-forth herein and incomplete, conditional or ambiguous offers are liable for rejection.
- T-1.4** The offers shall be submitted under “TWO-PART BID” i.e. “Techno Commercial Bid (PART-1)” & “Price Bid (PART-2)” in separate envelopes.
- T-1.5** Self-certification “Affidavit-cum-Agreement”, as per Annexure T1, to be executed on non-judicial stamp paper and submitted with the “Techno-Commercial Bid (PART-1)”.
- T-1.6** The offers of bidders which do not meet OR found to materially deviate from any of the contract conditions are liable to be rejected.
- T-1.7** The tenderers should closely study all the clauses of the tender documents under “**Tender Terms & Conditions**”, “**General Terms & Conditions**” and “**Special Terms & Conditions**”, and all annexures thereto, before quoting. If the Tenderer has any doubt about the meaning of any portion of the tender conditions OR find discrepancies or omission in the provisions OR requires clarification on any of the technical aspect, scope of work etc., he should at once contact the BHEL authorities (inviting the Tender) for clarifications before the submission of the tender.
- T-1.8** Before submitting the bid, the Tenderers are advised to be well acquainted with the actual working in BHEL and also familiarize with all other prevalent conditions, facilities available, nature of consignments, despatches etc. No claim will be entertained later on the ground of lack of knowledge.
- T-1.9** SCHEDULE OF RATES (Price-Bid), to be submitted in sealed envelope as specified in “Special Terms & Conditions” and Annexures attached with the tender documents forming part for submission in totality, but not limited to, are as under:-

	DESCRIPTION		ANN. No.
1.	Self-certification “Affidavit-cum-Agreement”	:	T1
2.	Prescribed LR/Consignment Note [<i>BHEL Specific</i>] to be serially print-numbered affixing 3-digit alpha code of transporter	:	G1
3.	Prescribed Performa to be pre-printed on reverse of ‘ Freight Bill Copy ’ of LR (Consignment Note) for obtaining acknowledgement of consignee receiving the goods and consignee’s endorsement regarding payment made, if any, for “TO PAY” consignments	:	G2
4.	Prescribed freight bill Performa [<i>BHEL Specific</i>]	:	G3
5.	Prescribed freight bill processing Performa for submission		G4
6.	Prescribed ‘Notice of Damage/shortage/discrepancy’ on delivery of consignments for submission with freight bill (s)	:	G5

7.	Prescribed format for "Performance Bank Guarantee"	G6
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T-2 SUBMISSION OF SEALED TENDERS

T-2.1 Sealed Tenders Under "TWO-PART BID" are invited for entering "All India Rate Contract for Road Transportation" of consignments under following categories :--

T-2.1.1 CATEGORY OF ROAD TRANSPORTATION

	TYPE OF VEHICLE	CATEGORY
1.	MECHANICAL TRAILER	C1, C2 & C-LB

T-2.2 SCOPE OF ROAD TRANSPORTATION

- Transportation of material, equipment and sundry items from Anywhere in Mumbai or Mumbai/ Kandla / Mundra/ Nhava Sheva port to BHEL, Haridwar / Anywhere in India including hill area through C1, C2 & C-LB trailers.
- Transportation of material, equipment and sundry items from Anywhere in India to Anywhere in India including hill area through C-LB trailers.

NOTE: 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.

T-2.3 Before quoting for the work, the Tenderer should ascertain the nature of the transportation requirements in BHEL and quote keeping all the factors in mind and take into account all incidental expenditure related to transportation.

T-2.4 BHEL will not pay any extra charges for any reason after acceptance of the rate contract even if it is found later that the transporter has misjudged the nature and scope of work.

T-3 TENDER SUBMISSION

T-3.1 Tenders shall be submitted in double covers under **two-part bid system**, i.e., "Techno-Commercial Bid" and "Price Bid" respectively as explained below :--

"Price Bid" (Part 2) comprises of Schedule of Rates as per Annexure S-2. Rest of the Tender documents and annexures shall form part of "Techno-Commercial Bid" (Part 1). However "Un-priced" price bid (annexure S-2) shall be submitted in Part 1.

The sealed envelope containing Part-1 should also be super scribed with tender no. "HWR/CDX/OT/C1,C2 & C-LB/2014-15" and "due date of opening", while sealed envelopes containing Part-2 should bear tender no. "HWR/CDX/OT/C1,C2 & C-LB/2014-15" only. These two envelopes (Part-1 & Part-2) should be again sealed in a common envelope super scribed with tender no. "HWR/CDX/OT/C1,C2 & C-LB/2014-15" and "due date of opening" and addressed to Head of Materials Management, 4th Floor Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar.

T-3.2 This tender will also be accepted (**to be dropped in the Tender Box**) up to 13:45 hrs latest by **06.02.2015** in the Tender Room at Material Management Deptt., 4th Floor Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar.

T-3.3 The “Techno-Commercial Bid”, against two-part bid system, **shall be opened on 06.02.2015 at 14:00 hrs** in the Tender Room in presence of Tenderers or their representatives who wish to be present.

NOTE - Tenderers are advised to note and strictly follow the time schedules and other related points as noted in preceding paragraphs, to avoid inconvenience later.

T-3.4 The “Price Bid” of two-part bid system shall be opened in respect of only those parties who, after scrutiny / evaluation are found to meet the requirements of tender conditions, viz – “General Terms & Conditions” and “Special Terms & Conditions”. The date & time of opening of “Price Bid” will be conveyed to the Tenderers separately, wherein the bidders’ representatives may be present.

T-3.5 Tenderer must fill all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. The information furnished should be complete by itself.

T-3.6 The Tenderer shall quote the rates in English Language and international numerals. **The rates shall be entered in figures as well as in words**. For the purpose of the tender, the metric system of units (MKS) shall be used. In case any difference, rates quoted in “words” will be considered as final.

T-3.7 All entries in the tender shall either be typed or be hand written in ink. Erasers and overwriting are not permitted and may render such tender liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions, if so called for.

T-3.8 Bidder’s offer, remarks, and any deviations shall be with reference to clause numbers / Annexure numbers of the tender documents.

T-3.9 Should a bidder or its Firm or Company, one or more of its partners Shareholders / Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD / Performance Security Deposit (PSD) forthwith.

T-3.10 **Belated and revised offers** after opening of the tender shall not be considered, but BHEL reserves the right to invite fresh tenders or to negotiate for reduction in rates / terms of offer with lowest Tenderer first.

T-3.11 The Tenderer shall ensure submission of following documents along with quotation:--

i) **INDIVIDUAL / SOLE PROPRIETOR**: - In case of an individual other than the sole proprietor signs the tender, an attested copy of the Power of Attorney shall be submitted along with the quotation.

OR

ii) **IN CASE OF PARTNERSHIP FIRMS**: - The quotation must be signed by all the partners of the firm or by any person holding valid power of attorney on behalf of the Partnership firm. An attested copy of the partnership deed where applicable or copy of Power of Attorney attested by a Notary should accompany the Techno-commercial Bid.

NOTE-1 Authorized signatory shall be the person holding “**Power of Attorney**” on behalf of the firm /company/ bidder concerned and properly authorized / empowered to act on behalf of the bidder for the specific purpose. The Power of Attorney shall be attested by Notary.

NOTE-2 BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

NOTE-3 In case of a company, relevant extracts of AOA and / or MOA and / or copies of Board Resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.

Note-4 Bidder should furnish profile of its business in format provided in Annexure-5 of “Special Terms & Conditions”.

T-4 EARNEST MONEY DEPOSIT (EMD)

T-4.1 The Tenderer is required to submit Earnest Money Deposit (EMD) of an amount specified in “Notice Inviting Tender (NIT)”, in the form of “A/c Payee Demand Draft” from any of the scheduled banks in favour of “**BHEL, HEEP, Ranipur Haridwar (Uttarakhand)**” along with the “Techno-Commercial Bid” of 2-part bid system. Tenders not conforming to this condition will be summarily rejected.

T-4.2 The Earnest Money Deposit (EMD) will be refunded to unsuccessful Tenderers within a reasonable time after the award of the contract. For successful Tenderers, the same may be converted and adjusted against Performance Security Deposit (PSD).

T-4.3 EMD shall be forfeited, if the tenderer withdraws his offer during the validity period or fails to sign the contract agreement, after award of the contract.

T-4.4 Earnest Money Deposit (EMD) shall not carry any interest.

T-5 OFFER VALIDITY

T-5.1 Tenders should remain valid for acceptance for a minimum period of 120 days from the date of bid opening.

T-5.2 Unless specified otherwise in “Special Terms & Conditions” or “Notice Inviting Tender (NIT)”, the rates should be firm for entire period of contract from the date of award of contract/LOI except for adjustment in freight rate due to increase / decrease in Retail Selling Price (RSP) of Diesel on the date of issue of GR as per “freight escalation” clause G-27.

T-5.3 Rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the “Schedule of Rates” (Annexure S-2 to “Special Terms & Conditions”).

T-5.4 Tenders not submitted on prescribed format OR otherwise found incomplete, shall be summarily rejected.

T-5.5 The Tenderers shall quote their rates inclusive of all extra charges like - surcharges, *hammali* charges, civil charges, statistical charges, goods tax, market fluctuations etc., so that the **rate quoted shall be a consolidated one** taking the above elements into consideration. No claim will be entertained on this account after acceptance of the tender or during the currency of the Contract.

T-6 BHEL RESERVES THE RIGHT TO:--

T-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.

- T-6.2** Reject conditional tenders, tenders containing **absurd or unworkable rates** and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- T-6.3** **Evaluate the bids** as per BHEL norms by the “Tender Finalisation Committee (TFC)” duly constituted by the BHEL management and its decision shall be final and binding on the transporters.
- T-6.4** **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.
- T-6.5** **Cancel / terminate** the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- T-6.6** Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- T-6.7** Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- T-6.8** Approve such number of transporters as may warrant for smooth operational requirement.
- T-6.9** Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- T-6.10** To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- T-6.11** 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.
- T-6.12** 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):-
- Establishing local office with facilities as required
 - Signing of Contract agreement with BHEL
 - Submission of “Performance Security Deposit (PSD)” as defined in clause G-2.4
 - Verification of the original documents, relating to the vehicles, submitted for meeting eligibility criteria.
- T-7** **BID EVALUATION CRITERIA**
- T-7.1** “Techno-Commercial Bid” (Part-1) shall be evaluated first in regard to compliance with “Tender Terms & Conditions”, “General Terms & Conditions” and “Special Terms & Conditions” etc. Bids qualifying these criteria only shall be considered for “Price Bid” (Part-2).
- T-7.2** Price bids for all the group, i.e C1, C2 & C-LB will be evaluated separately to arrive at the total cost index giving relative weightage to the types of vehicles / No. of weight slabs / distance slabs based upon BHEL’s estimated load pattern. Total cost indices, so arrived, shall be compared amongst Tenderers and graded L1, L2, L3, Ln ; L1 being the lowest.
- T-7.3** No deviation shall be allowed in “Techno-Commercial Bid” (Part-1) with respect to “Eligibility Criterion”. If after seeking all clarifications the deviations still persist, the bid shall be rejected.

GENERAL TERMS & CONDITIONS

G-1 CONTRACT AGREEMENT

- G-1.1** The relevant portion of the tender documents shall be deemed to form an integral part of the contract to be executed for this work, within Fifteen (15) DAYS from award of contract, on non-judicial stamp paper of Rs 100/-. Business loading shall commence only on compliance of the same.
- G-1.2** The acceptance of contract has to be signed by the competent authority of Head Office (HO) or by the representative authorized by the HO of the Transporter and shall be submitted to BHEL confirming its acceptance in *toto*.
- G-1.3** **Transportation rate contract being on all India basis**, the Head Office (HO) of the transporter should inform all their Zonal / Regional / Branch offices in the country about the terms & conditions and rates. This is to ensure smooth implementation of the Contract.

G-2 PERFORMANCE SECURITY DEPOSIT (PSD)

- G-2.1** The transporter shall submit, within a maximum period of THIRTY (30) DAYS from the award of contract / letter of intent, the "Performance Security Deposit (PSD)" in favour of "Bharat Heavy Electricals Limited, HEEP, Haridwar". In case bidder fails to submit required security deposit with in specified time, BHEL may cancel the award of work, forfeit EMD and arrange the work through alternative sources on the risk and cost of the defaulter transporter.
- G-2.2** The rate of Performance Security Deposit (PSD) will be with respect to (w.r.t.) business volume as defined hereunder:--

Up to Rs 10 Lakhs	:	10%
Above Rs 10 Lakhs & up to Rs 50 Lakhs	:	Rs 1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above Rs 50 Lakhs	:	Rs 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

- G-2.3** Performance Security Deposit (PSD) shall be valid for the entire period of Contract and a further claim period of SIX (6) MONTHS from the date of expiry of contract period for successful execution of contract. PSD will be refunded after the successful delivery of last consignment booked under the contract. However, transporter will have to extend the PSD if any case will remain pending (i.e. damage/shortage/non delivery of consignments) till the settlement of the case.
- G-2.4** The Transporter shall submit the "Performance Security Deposit (PSD)" in any of the following manner:--
- Bank guarantee from scheduled bank / public financial institution as defined in Companies Act. The bank guarantee, as per the format given at Annexre-'G-6', shall be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL, Haridwar under receipt in duplicate with copy of receipt submitted to CDX
 - Pay Order, Demand Draft drawn in favour of M/S "Bharat Heavy Electricals Limited, HEEP, Haridwar" valid for the period as aforesaid
 - Local cheques of scheduled banks, subject to realization
- G-2.5** The Performance Security Deposit shall not carry any interest.

G-3 TENURE, EXTENTION & TERMINATION OF CONTRACT

G-3.1 TENURE: 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.

G-3.2 EXTENSION: The contract for the period of 3 month may be extended on behest of BHEL. Further extension of the Contract may be done with mutual agreement between BHEL, Haridwar and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of same rates and terms & conditions of the corresponding contract.

G-3.3 TERMINATION : BHEL reserves the right to either short close or terminate the Contract, entered into with any or all of the transporters, at its discretion without assigning any reason, by giving one month notice by registered post (acknowledgement due) or in person under recorded delivery.

G-3.4 If the transporter fails or neglects or refuses to observe / perform according to any of the terms and conditions / obligation under the Contract, BHEL may, without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of Contract or any part thereof, including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this Contract.

G-3.5 If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with it may ultimately be terminated.

G-3.6 The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

G-3.7 If a transporter, after award of contract, fails to submit the Performance Security Deposit (PSD) and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD may be forfeited and contract terminated.

G-3.8 BHEL may enter into parallel contracts simultaneously with any other transporters as may deem fit at any time during the contract period in the interest of the work for any or all stations / sectors / specific projects.

G-4 SUB-LETTING OF WORK

G-4.1 Under no circumstances, the transporter, after entering the rate contract, would be permitted to arrange transportation of consignments, entrusted to him, through another transporter / agencies.

G-4.2 Violation shall lead to forfeiture of Performance Security Deposit (PSD) and finally termination of the contract.

G-5 TRAFFIC REGULATIONS & REQUIREMENTS

G-5.1 The transporters will operate their vehicles entirely at their own risk. BHEL shall not be held responsible for any damage to the vehicle while on the company's / customer's work or when parked in or around the company's / customer's or any other premises.

- G-5.2** The Transporters will make their own arrangements for proper parking of their vehicles during night / during detention in company's / customer's premises.
- G-5.3** The transporters will ensure that all vehicles, used for the transportation of consignments under the contract, are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this Contract.
- G-5.4** It shall be the responsibility of the transporter to provide, at its cost, trained and licensed personnel for running the vehicles.
- G-5.5** The transporter shall ensure placing the vehicles of suitable category, capacity (i.e., size and load) and quality.
- G-5.6** Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route, for safe transportation of consignments and its delivery at destination.
- G-5.7** Transporters shall make concerned drivers / staff aware about the danger related to transportation of hazardous / ODC lifting, handling and tilting of such consignments.
- G-5.8** Transporters shall ensure that Motor Vehicle Act 1988, as amended time to time and as applicable on date, is strictly followed. Vehicles must carry up-to-date fitness, road permit, insurance and related documents / certificates.
- G-5.9** All drivers / concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc., and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- G-5.10** Transporters shall follow all necessary instructions & obligations relating to ISO-14001 (Environmental Safety) and ISO-18001 (Occupational Health Safety).
- G-6 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE**
- G-6.1** The transporter shall arrange, at its cost, required permit from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods. BHEL doesn't take any responsibility in this regard.
- G-6.2** The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt. (s) or from local bodies necessitating such requirement relating to Motor Vehicles Act 1989 (as amended time to time) and applicable as on date.
- G-7 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT**
- To ensure safe transit, Transporter shall ensure:--
- G-7.1** Placement of vehicles of good and roadworthy conditions
- G-7.2** Good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment to ensure its safe transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL, the same should be got certified by BHEL authorities.
- G-7.3** To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
- G-7.4** Compliance of all the safety precautions and other instructions required in road transportation, e.g., red flags / lamps, pilot, escort etc. (as may be required) shall be the responsibility of the transporter.

G-7.5 Complaints of unsatisfactory packing will not be entertained after the vehicle has departed from the loading point.

G-8 SAFETY OF CONSIGNMENT

G-8.1 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.

G-8.2 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.

G-8.3 The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

G-8.4 Even in cases where the transporter does not have its branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points.

G-8.5 Transporter shall not auction any material belonging to BHEL where customer / suppliers have defaulted in taking delivery for various reasons. The transporter will give notice, under registered post, to BHEL and ask for 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.

G-8.6 Where all measures have exhausted and still the consignment is held by the transporter for a period of SIX (6) months, material shall be rebooked to the Consignor, on **freight "To Pay" but no demurrage payable** basis without waiting for instructions. In such cases, liability for **to-&-fro** freight will rest with BHEL.

G-9 STATUTORY OBLIGATIONS OF TRANSPORTER

G-9.1 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.

G-9.2 The transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall, whenever, required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.

G-9.3 The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and / or other law for the time being in force for personal injury caused to any workmen by accident arising out of and during the course of this Contract.

G-9.4 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters, the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

G-10 INDEMNITY

- G-10.1** The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.
- G-10.2** The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen / servants or agents.
- G-10.3** 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

G-11 TRANS-SHIPMENT

- G-11.1** For consignments despatched by BHEL, transshipment (*unloading from vehicle and then reloading on to another vehicle*) en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g., on customer's request, accident en-route or other *bonafide* reasons, provided approval is taken in advance from the BHEL executive not below the rank of DGM of ROD Mumbai/PPX-MM(IMP), BOI Haridwar. The VEHICLE No. in which the material was originally loaded should be recorded in the GR for all materials. In the event of failure of VEHICLE anywhere enroute, prior written information will be given by transporter to BHEL within 72 hours of such failures mentioning the circumstances necessitating the transshipment. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety. **Failing this, penalty of 10% of the gross freight amount will be levied.**
- G-11.2** In all cases of transshipments the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- G-11.3** For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
- G-11.4** 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.
- G-11.5** Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage back to BHEL free of charge.
- G-11.6** Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.

G-12 PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS

G-12.1 All vehicles carrying materials to BHEL will be normally allowed to enter the Plant only between 7.30 AM to 14.30 PM on all working days.

G-12.2 Placement time for Mechanical Trailers (C1, C2 & C-LB) at Anywhere in Mumbai or Mumbai/ Kandla / Mundra/ Nhava Sheva port and Haridwar will be two working days from the vehicle placement date and for other stations, placement time for C-LB trailer will be five working days as informed through email/ vehicle requisition (RDA) issued to representative of approved transporter by booking Office (ROD Mumbai/BHEL Haridwar/Sites). Placement of vehicle after stipulated period shall be liable for late placement charges @ Rs. 2500/- per day per trailer basis shall be deducted from freight bills of the transporter. However maximum late placement charges will be subjected to 30% of gross freight charges. Sunday/holiday falling on the date of placement of vehicle shall not be counting for placement period.

G-12.3 However, if late placement instances repeat three (3) times in a period of six months, BHEL reserves the right to suspend the services of such transporter(s) for a period of SIX MONTHS. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading the consignments.

G-12.4 In case of failure to ensure compliance of any or all of the above clauses, BHEL reserves the right to make alternative arrangement for hiring the vehicles at transporter's risk and cost. The differential cost shall be deducted from the running bills / security deposit of the concerned transporter.

G-13 CONSIGNMENT WEIGHT / MEASUREMENTS

G-13.1 The weight & dimensions of the consignment shall be mentioned on Road Despatch Advice (RDA) by ROD, Mumbai office/BHEL authority. 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.

G-13.2 In case some correction is required to be done on the RDA after its issue by ROD, Mumbai/BHEL or upon receipt of material in Plant, the same will be verified by the concerned executive of ROD / Haridwar.

G-13.3 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.

G-14 CONSIGNMENT NOTE CERTIFICATION

The following information shall invariably be **legibly and clearly indicated on the GR / LR** by the transporter at the time of loading of the consignment and prior to certification of despatch by the consignor / customer:--

- i) Registration No of the vehicle
- ii) Weight & No of the packing cases OR liquid quantity in KL
- iii) Name & address of the consignor with specific destination
- iv) Reference to RDA issued by ROD, Mumbai Office/BHEL authority

NOTE – No cutting / over-writing on GR / LR is allowed. In case it is required to do so, the same MUST be duly verified by the person issuing the GR / LR.

G-15 TRANSIT INSURANCE

- G-15.1** Transit insurance of the consignment under transportation will be the responsibility of Consignor / Consignee as the case may be. However, same shall not absolve transporter from their responsibility of safe transportation of consignments. Also transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
- G-15.2** The contract, as entered into between BHEL and the transporter(s), shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended time to time.
- G-15.3** Position, as above, shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage / shortage / loss in respect of the consignments transported by him.
- G-15.4** The transporter's consignment note (LR or GR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

G-16 VEHICLE MOVEMENT REPORTING

- G-16.1** The 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.

G-17 DETENTION, DEMURRAGE, WHARFAGE & STORAGE

- G-17.1** Except as provided in "Special Terms & Conditions" no detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.
- G-17.2** However, godown / storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorised en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight bill, duly certified by the Consignee / Product Commercial Group or their authorised representative(s), at the rate to be approved by BHEL.

G-18 ROUTE & DISTANCE

- G-18.1** The transporters are advised, in their own interest, to conduct and update / confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- G-18.2** The distance for the purpose of freight admissibility shall be the shortest route exhibited in:--
- The Station-to-Station distances calculated and approved by the Distance Committee of BHEL and distance chart hosted on BHEL website under the path - Transportation > Approved Transporter at address – <http://www.bhelhwr.co.in/transporter/distance.pdf> ; OR
 - can also be referred to "Motoring Guide of India (latest edition)" ; OR
 - can be referred on website http://www.mapxl.com/highway-path-finder/map_routing.phtml?config=routing

NOTE - Wherever a particular station is not appearing in all of above, the distance calculated up to the nearest station available in any of the above methods will be suitably increased / decreased

based on information from other sources like - Railway time table, Project authorities etc. in all cases.

- G-18.3** If it is found later that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills.
- G-18.4** Where longer route becomes necessary due to valid unavoidable circumstances, the transporter shall inform BHEL & take prior permission for longer route. If transporter transports material without taking permission from BHEL, freight payment will be made as per shortest route as per clause no. G-18.2. Longer route permission will be obtained by transporter from consignor, i.e., Incharge CSX / CDX / PPX-BOI / MM-CFFP, clearly mentioning the reason for this and its decision shall be final and binding on the transporter.
- G-18.5** Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.
- G-18.6** In case a new route has been adopted by the transporter, the point-to-point details of the same will be furnished to BHEL which will be vetted by the "Distance Committee". Payment shall be made based on the distance vetted by "Distance Committee".

G-19 TRANSIT PERIOD

- G-19.1** The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running / transit period as given under "Special Terms & Conditions".
- G-19.2** Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.
- G-19.3** For all overdue consignments (i.e., delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on daily basis.

G-20 DESPATCH DOCUMENTS

- G-20.1** While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from BHEL, viz -
- i) Consignee Copy of LR for door delivery
 - ii) Road Permit/Waybills etc. wherever applicable
 - iii) Despatch Advice Note/Challan
- G-20.2** The transporter shall be responsible for delivering the connected documents particularly, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- G-20.3** Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- G-20.5** All documents related with transportation, required to be shown at various check posts, are collected by the transporter so that the consignments are not detained / delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

G-21 SPECIAL FACILITIES REQUIRED AT MUMBAI

The transporters involved in transportation of consignments through BHEL, ROD, Mumbai Office or vendors located in and around Mumbai will have to ensure posting of a skilled and educated staff exclusively for proper liaison and coordination with ROD, Mumbai / vendors to ensure smooth functioning.

G-22 ESCORTS

Wherever BHEL intends to depute an escort for important consignments, the person will be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charges will be paid.

G-23 DELIVERY & ACKNOWLEDGEMENT

G-23.1 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 (consignor's copy) submitted along with their freight bill claim as per Annexure-G2.

In case of any lapse, processing of the freight bill for release of payment will be made only after due verification by concerned agencies. The same shall be submitted along with the freight bill.

G-23.2 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.

G-23.3 No other miscellaneous charges will be paid against such consignments.

G-23.4 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.

G-23.5 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.

G-23.6 The transporter will be bound to accept letters / notices / claims from BHEL / Insurance Co. in accordance with the provision of the Insurance Act.

G-23.7 Transporters shall ensure submission of damage / shortage / loss certificate in the prescribed format Annexure-G5, 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.

G-23.8 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.

G-23.9 If the package condition ("on the basis of as received" & the actual consignment is "intact") is certified by ROD in the RDA, then the same should be considered for payment of freight bill.

G-24 RECOVERY TOWARDS IDLE CRANE CHARGES

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

G-25 PENALTY FOR DELAY IN DELIVERY

G-25.1 If consignments are not delivered within the normal **transit schedule [transit time** reckoning the permissible per day running Kms plus 2 (two) days grace period], a penalty @ **2/7% of the gross freight charges per day** subject to a minimum of 2% & maximum of 30% of gross freight shall be levied. Where under loads are booked as full load, a higher penalty @ 1/2% 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.

Note:- Gross freight is the sum of Basic freight, diesel escalation/de-escalation and ODC charges.

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 the extent of Sunday/ holiday. If the penalty works out to be less than Rs 10/- the same shall not be charged.

NOTE: - Even for short distance, Transporter is required to place the vehicle in time, else penalty on account of late placement of vehicle shall be charged.

G-25.2 For determining the number of days for transit time, for the left over distance, which is below the distance fixed per day, one additional day, will be computed.

G-25.3 Additional grace period for the purpose of penalty computation, as given hereunder, shall be allowed on documentary substantiation in following cases :-

1	At each railway crossing (For O/H height barrier removal or/and power shutdown only)	4 working days
2	From / to hill regions/N.E.Regions	5 days
3	Octroi /Entry Tax clearance	2 days or actual

G-25.4 Condonation of delays / transshipment etc. and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, BHEL will decide additional transit time in consultation with the concerned departments.

G-25.5 Force Majeure: The following shall amount to *force Majeure*:-

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

G-25.6 Delay attributable to above force-majeure conditions will be reviewed by Incharge 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.

G-25.7 For the purpose of computing the delivery time, **the date of LR shall be taken as despatch date.** The date of unloading at destination / the actual date of reaching of consignment at destination shall be taken as delivery date against submission of proof.

G-26 FREIGHT PAYMENT

G-26.1 Mode of payment of freight will be either on:--

G-26.1.1 "**To Pay**" [TP] (*i.e., to be paid by our Consignee/Customer*) basis after receipt of goods at destination, or

G-26.1.2 "**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.

G-26.2 All freight payments for consignments from anywhere in Mumbai or Mumbai/ Kandla / Mundra/ Nhava Sheva port to Haridwar and to sites under category "**To be billed / Prepaid**" will be paid at Haridwar through CSX. All freight payments for consignments from anywhere (except Mumbai/ Kandla / Mundra/ Nhava Sheva port) under category "**To be billed / Prepaid**" will be paid at Haridwar through CDX.

G-26.3 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.

G-26.4 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-'G-3'.

G-26.5 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.

G-26.6 Any levies or cess, if legally applicable on the freight charges, shall be reimbursed on production of documentary evidence, along with the freight bills.

NOTE - In terms of service tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No.12/2003 ST Dated 26/06/2003.

G-27 DIESEL ESCALATION/DE- ESCALATION CLAUSE

G-27.1 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.

G-27.2 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) rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.

G-27.3 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.

G-27.4 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.

G-27.5 The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.

G-27.6 In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

G-28 LOADING AND UNLOADING CHARGES

G-28.1 BHEL shall be responsible for loading of consignments from Port / Godown / Vendor's Works & unloading in its factory premises/sites.

G-28.2 If, as per BHEL's contract with Customer, the transporter has to arrange for manual or crane unloading at the project site, then unloading charges will be regulated as per "Special Terms & Conditions" of the Contract. In case of goods in damaged condition, no unloading charges will be payable.

G-29 OCTROI / ENTRY TAX

G-29.1 The transporter will be provided **Octroi exemption certificates** at the time of lifting the consignments, wherever necessary, so that BHEL is not put to any loss or disadvantage. Wherever required, the transporter will take the assistance of the concerned product commercial Group/ROD to obtain Octroi exemption certificate.

G-29.2 Transporter shall arrange to pay the Octroi duty and entry tax under conditions so warranting and the same will be reimbursed by BHEL along with the freight bill on production of the original Octroi receipt.

G-30 PERFORMANCE EVALUATION / BUSINESS DISTRIBUTION

G-30.1 The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like - timely placement of vehicles, safe & timely delivery, movement reporting, trans-shipment and timely submission of freight bills.

G-30.2 Business distribution as specified in "Special Terms & Conditions" may therefore, vary from time to time, depending upon the performance of the transporters.

G-30.3 Preference in allocation of load will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

G-31 ARBITRATION

Any dispute, arising out of this Contract, shall be referred to the sole arbitration of BHEL, Haridwar. It's award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Haridwar.

G-32 JURISDICTION

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

G-33 RESCUE OPERATION

Transporters shall be fully responsible for rescue operation if any consignment gets toppled during transit. Expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier /crew or loss to the third parties) may be reimbursed to them subject to and to the

extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

Note:

- (i) The applicability and extent of the provisions under “Tender Terms and Conditions” & “Contract Terms and Conditions” shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under “Special Terms & Conditions” forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.
- (ii) In the event of difference noted between “Tender Terms and Conditions” & “Contract Terms and Conditions” and “Special Terms and Conditions”, the clauses of “Special Terms and Conditions” will be valid and applicable.

Incharge (CDX)
Bharat Heavy Electricals Limited, Haridwar



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

To,
Bharat Heavy Electricals limited, Haridwar
Acting through the:
Addl. General Manager (CDX)
HEEP, BHEL HARIDWAR

1. We..... (IBA Code) have read the "Tender Terms & Conditions", "General Terms & Conditions" and "Special Terms & Conditions" of Tender No. attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We also 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. (Rupees Lakhs only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of "Performance Security Deposit" in the manner as provided under clause G-2.0, 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 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. 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: (Signature of the Tenderer affixing official stamp)

Complete address of the tenderer:

Name:	<i>Name & address of witnesses:</i>
Designation/Position:	1.
Address:	
Tel. No.	
Fax No.	2.
e-mail id:	
Note:	
For EMD amount, refer tender notice.	

Prescribed L/R Performa

Name & address of the transporter

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No.	Date:	Despatch Control No.
Consignor's Name & Address:		From:
Consignee's Name & Address:		To:

ON ACCOUNT OF BHEL, Haridwar

Despatch Advice Note No.	Excise Invoice No.
Despatch Advice Note No.	

Dimension/size: (mm) (L)x (W)x (H) **Weight:** Kg Actual/Vol. Equated

Work Order No. No. of Packages Crates Loose

Freight	Destination	Distance (km)	Rate	Contract Ref. No.
TP / TBB				
Vehicle No.	Category of despatch	Basis of Delivery	Road Permit/Way Bill	
		Door/Godown		

No	Description of consignment	Weight (Actual)	Freight Billing	Particulars	Amount(Rs.)
		(Charged)		Freight amount ODC – Unloading charges Any other charges	
Declared value of consignment Rs.				Total	

1. The transporter undertakes and agrees to and shall deliver the consignment in the same order and condition as received and loaded from the Consignor safely and timely to the Consignee.
2. Transporter shall at all times observe its obligation strictly as per rate contract conditions and shall be responsible for safe and due delivery and for any loss or damage that arises due to negligence, default, failure to take reasonable precautions, malafides or criminal or fraudulent actions.

Signature of the authorized booking
official of the Transporter with seal

Certified that:

1. The despatch has been made vide Control No. as above on
2. That the particulars of the consignment mentioned herein are true, correct and correspond to the entries and descriptions in our records and related documents in our possession or control.
3. The entries furnished by the authorised booking official of the transporter are duly verified & checked for its correctness and compliance with the rate contract provisions and accordingly are certified and authorised for claiming freight payments.

Date:

Signature of the authorized despatch official of Consignor with seal

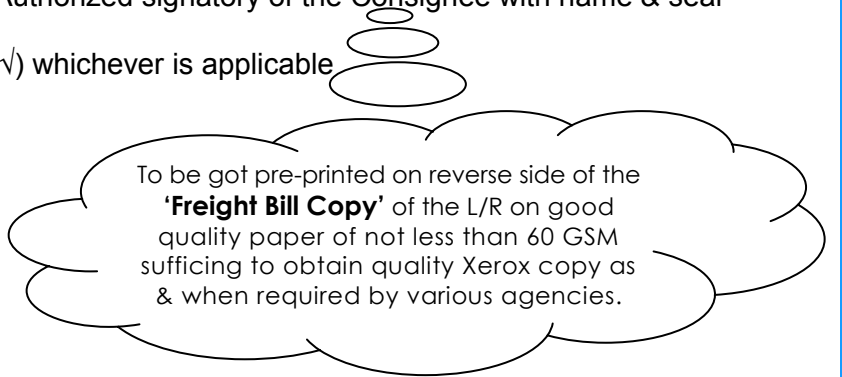
ACKNOWLEDGEMENT / RECEIPT OF CONSIGNMENT

Received case(s) crates(s) loose
bundle(s) on (date) through TRAILER
Regn. No(s)..... sent vide Consignment
Note/LR No..... Dated In proper /
damaged condition [*].

Remarks, if any:

Date Authorized signatory of the Consignee with name & seal

[*] Please tick mark (√) whichever is applicable



PERFORMA FOR SUBMITTING FREIGHT BILL

Name of Transporter
Service tax Registration No.

Bill No.

Full Address

Date

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

We hereby submit our Bill for Transportation of your goods as under :--

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

Total amount in words

Signature of Transporter

Total amount in words

Verified for payment Rs. _____

Sr. Manager
(Stores/Traffic)

Dy. Manager
(Stores/Traffic)

Sr. Stores Officer
(Stores/Traffic)

Note:

Deductions if any shall be indicated on the Bill itself giving related reference.

BHARAT HEAVY ELECTRICALS LIMITED, Haridwar
(Central Despatch Cell)

Contingent Bill No. CDC/FB//...../..... **Date:**/...../.....
Alpha Code: Transporter/Sales Deptt/SI.No)

L/R No.	Loading Date	Exit date	Particulars	Amount (Rs)
			Freight	
Distance (KM)	Weight (kg)	Exit Vehicle No.	ODC-Height	
			ODC- Width	
<i>Contract Ref.</i>	Freight Rate	Delivery Date	Unloading	
			Any other.....	
DAN No.	W.O.No.	Delivery Vehicle	TOTAL	
			Deduction, if any:	
Size (l x w x h) in mm		Delivery condition	Rupees	
..... X X	

Passed for payment of Rs. _____ (Rupees _____
only) by Cheque to M/s _____
(Name of the Transporter)
against **Budget Code: 781** -

Certified that:

- i. No Contingent Bill for this consignment has been passed for payment previously.
- ii. The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
- iii. Freight charges are processed and passed for payment in accordance with the rate contract conditions.

Prepared

Checked

Approved

(For use in Purchase Bills section of Finance Deptt.)

Passed for payment of Rs. (Rupees

..... only) payable by Cheque to M/s
(Name of the Transporter)

SSr.AO (Fin-PB)

PASSED & CANCELLED

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	<input type="text"/>	Date:	<input type="text"/>
Freight Bill No.	<input type="text"/>	Date:	<input type="text"/>
Despatch Advice Note No.	<input type="text"/>	Date:	<input type="text"/>
Work Order No.	<input type="text"/>	Freight charges: (Rs)	<input type="text"/>
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, Receipted 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)

BANK GUARANTEE BOND

BG against agreement dated ___/___/___ in respect of Tender No.....

1. In consideration of the Bharat Heavy Electricals Limited, _____ Division (hereinafter called 'the Company') having agreed to exempt _____ (hereinafter called 'the said Bidder' 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 bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We,

_____ (indicate the name of Bank)
(hereinafter referred to as 'the Bank') at the request of _____

(Bidder(s) 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 Bidder(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake

(Indicate the name of Bank)

to pay the amounts due and payable under this guarantee without any demur, 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 Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(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 Bidder(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 thereunder and the Bidder(s) shall have no claim against us for making such payment.

4. We, _____, further agree that the Guarantee

(Indicate the name of Bank)

herein contained shall remain in full force and effect 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 bidder(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 _____
(Indicate the name of Bank)

Company that the company shall have the fullest liberty without 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 bidders) 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 bidders 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 bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(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 bidder(s).

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

Dated the _____ day of _____

For _____
(Indicate the name of Bank)

SPECIAL TERMS & CONDITIONS
of
“All India Rate Contract for Road Transportation”
by
C1, C2 & Low bed trailer

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S-1 ELIGIBILITY CRITERIA (SPECIFIC)

The bidder shall ensure to comply with the following and submit all relevant documents in "Techno Commercial Bid" (Part-1) to be eligible for this rate contract :--

CONDITIONS	MECHANICAL TRAILER		
	<u>C1</u> (> 17 MT to 22 MT)	<u>C2</u> (> 22 MT to 27 MT)	<u>C-LB</u> (17 MT to 35 MT)
Turnover from business of plying Transport Vehicles [refer Note (i) below]	Minimum Rs. FIVE (5) Crores in each of the last THREE (3) financial years, i.e., <u>2011-12, 2012-13 & 2013-14</u> (Provisional if not finalized)		
EMD	Rs. TWO Lacs (Rs. 2,00,000) as provided in NIT		
IBA approval	Valid on the date of tender opening as also throughout the currency of the contract. If found NOT VALID, rate contract will be cancelled		
Branch Office [refer Note (ii) below]	At least one Branch Office in each of minimum TEN (10) of the following States:- Tamil Naidu, Andhra Pradesh, Telangana, Karnataka, Kerala, MP, Chattisgarh, Maharashtra, Gujarat, Rajasthan, Orissa, W.Bengal, Bihar, Jharakhand, Uttar Pradesh, Delhi, Haryana, Punjab, Utrakhand, Assam & Tripura		
Certificate or undertaking in the form of an affidavit on non-judicial stamp paper valued Rs 100/- and duly notarized.	Certifying that they :-- 1. are not presently put on hold, suspended, de-listed, banned or black-listed by any of the BHEL units 2. have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation 3. have at least one branch office in each of the minimum Ten (10) States as per the eligibility criteria		

NOTE: Tenderer MUST provide the following documents :--

(i)	Copies of Audited Annual Accounts, i.e., Balance Sheet, and Trading/Profit & Loss Account for last three financial years – <u>2011-12, 2012-13 & 2013-14</u> will be required. In case Audited Annual Accounts for the financial year <u>2013-14</u> are not finalized, then :-- (a) An audit certificate on turnover for the financial year 2013-14 can be furnished; or alternatively, (b) Annual Accounts for the financial years <u>2011-12, 2012-13 & 2013-14</u> can be submitted with declaration that Audited Annual Accounts for the financial year <u>2013-14</u> are not yet finalized
(ii)	Complete address, phone numbers and name of persons In-charge for each Branch Office. Other relevant particulars may also be furnished.

S-1.1 Bidders already qualified in Tender no: HWR/CDX/OT/ROD-Mumbai/2014-15 Dtd: 07/10/2014 shall be intimated separately.

S-2 SCOPE OF CONTRACT

The scope of the Rate Contract shall cover safe transportation of consignments such as - Machinery, Raw Material, Fabricated items, Scrap, Refractories, Sand other than Silica sand, Spares, Castings, Forgings, Components, Hardware items, sundries & gases in cylinders etc. by deploying suitable mechanical trailers for delivery of cargo from

(a) Anywhere in Mumbai or Mumbai/ Kandla / Mundra/ Nhava Sheva port to BHEL, Haridwar and various sites located all over India through C1, C2 & C-LB trailers.

(b) Anywhere (except scope mentioned in (a)) to anywhere in India through C-LB trailers.

S-2.1 Period of Contract will be **ONE (1) year from the date of award.**

S-2.2 The scope will also cover loading, unloading, dragging and placement on plinth of various cargos whenever and wherever required by BHEL / its customer / site offices.

S-2.3 Mid-way unloading and trans-shipment in exceptional cases, not attributable to transporters, e.g., on customer requests, accidents or in similar special circumstances of force majeure etc., may be permissible with prior approval by competent authority not below the rank of DGM of BHEL. Transporter shall organize such trans-shipments under the presence of their supervisor concerned and shall arrange further dispatch as advised by BHEL, ensuring safe delivery as per stipulated transit time.

S-3 **ADMISSIBILITY & DIMENSIONS OF VARIOUS GROUPS OF VEHICLES / LOADS**

S-3.1 **CATEGORY-C (MECHANICAL TRAILERS)**

An articulated vehicle, i.e., movable platform with haulage equipment or prime mover (that is, Powered Vehicle) shall be called as "Trailer". Vehicles like - Turbo, Torus Tusker, LP Leyland, Open Body Truck or normal truck will not be covered under this category.

(a) CAT C-1 (22 MT TRAILER)

Vehicle with platform dimensions as defined in Table "C-1" (Annexure-A) shall be considered under this category. Full load capacity of such vehicle shall be taken as 22 MT and payment shall be made for minimum 22 MT. Freight charges will be computed at the rates applicable for C-1 CAT. In case multiple packages, even if each having dimensions smaller than defined for this category of vehicle, are consolidated in this category of vehicle, the payment shall be made corresponding to the gross weight of multiple packages (consignments) in accordance to the provisions of "load-range" given in the Table "C-1".

NOTE:

- i) For under-loading / normal-loading / over-loading provisions, please refer Table "C-1" of Annexure-A.
- ii) Consignments like - T/G Bars, Slot Liners, Hollow Copper Conductor, Copper Wedges, packages of Capital Machines etc., being fragile and of high value, 2-tier stacking is not warranted hence, such packages will be booked as FULL TRAILER LOAD (C1 CAT) irrespective of weight (Actual / Volume).
- iii) In case of plates, effort will be made to accommodate maximum number of plates to load the vehicle to its full capacity keeping margin of approx. 2 MT (on lower side) to take care of likely increase in actual weight of plates in view of manufacturing tolerance on thickness of plate on higher side.
- iv) In case cargo is stuffed in CONTAINER and the same is loaded on C-1 CAT trailer, the freight for onward journey shall be made for FULL TRAILER LOAD (22 MT) irrespective of gross weight of container (including weight of cargo). In such case, the trailer shall be booked for return journey from Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar /

Anywhere in India and back to Mumbai/ Kandla / Mundra / Nhava Sheva port for depositing the empty container at Port. The freight for return journey shall be paid corresponding to rates applicable for C-1 CAT trailer on Full Trailer Load basis (22 MT). 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.

- v) **If the total gross weight of all the consignments is greater than or equal to 17 MT or the volumetric weight is greater than or equal to 22 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 of concerned ROD/BHEL-Haridwar.**

(b) CAT C2 (27 MT TRAILER)

Vehicle with platform dimensions as defined in Table “C-2” (Annexure-A) shall be considered under this category. Full load capacity of such vehicle shall be taken as 27 MT and payment shall be made for minimum 27 MT. Freight charges will be computed at the rates applicable for C-2 CAT. In case multiple packages, even if each having dimensions smaller than defined for this category of vehicle, are consolidated in this category of vehicle, the payment shall be made corresponding to the gross weight of multiple packages (consignments) in accordance to the provisions of “load-range” given in the Table “C-2”.

NOTE:

- i) **For under-loading / normal-loading / over-loading provisions, please refer Table “C-2” of Annexure-A.**
- ii) **Consignments like - T/G Bars, Slot Liners, Hollow Copper Conductor, Copper Wedges, packages of Capital Machines etc., being fragile and of high value, 2-tier stacking is not warranted hence, such packages will be booked as FULL TRAILER LOAD (C2 CAT) irrespective of weight (Actual / Volume).**
- iii) **In case of plates, effort will be made to accommodate maximum number of plates to load the vehicle to its full capacity keeping margin of approx. 2 MT (on lower side) to take care of likely increase in actual weight of plates in view of manufacturing tolerance on thickness of plate on higher side.**
- vi) **In case cargo is stuffed in CONTAINER and the same is loaded on C-2 CAT trailer, the freight for onward journey shall be made for FULL TRAILER LOAD (27 MT) irrespective of gross weight of container (including weight of cargo). In such case, the trailer shall be booked for return journey from Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar / Anywhere in India and back to Mumbai/ Kandla / Mundra / Nhava Sheva port for depositing the empty container at Port. The freight for return journey shall be paid corresponding to rates applicable for C-1 CAT trailer on Full Trailer Load basis (22 MT). 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.**

(c) CAT C-LB (17-35 MT Trailer) – As per Annexure-A

S-3.3.1 However consignments having dimensions beyond the scope of the contract can be booked as special case on pro-rata basis and prior approval of GM/Head of ROD Mumbai. The freight payment shall be done accordingly.

S-3.4 COMMON TO MECHANICAL TRAILERS (GROUP C1 & C2)

Consignment falling under C1 category, with length above 1220 cms and upto 1750 cms or width above 260 cms and upto 600 cms or height above 250 cms and upto 450 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 above 2.6 mtr and up to 3.5 mtrs.	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 6.0 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	Extra % on basic freight of full trailer	4% - over & above compensation mentioned in sl. no. 6

Note: The above mentioned ODC compensation charges will be applicable for basic freight (including diesel escalation/de-escalation charges) of full trailer.

S-3.5 However, on account of ODC (size above 12.20 MR x 2.6 MR x 2.5 MR) if any challan is paid by the Transporter to State Govt. Authorities, the same will be reimbursed on production of original receipt mentioning "Vehicle No.", "Date of payment" and "Reason of Challan". In such case, extra payment on account of ODC (as per table above) shall not be payable by BHEL.

S-3.6 It is clarified that In case dimensions mentioned in the packing list indicate width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment, if considered feasible for such loading.

S-3.7 Plates having the width approximate 200 cm (198 cm to 200 cm) shall be transported through C1/ C2 category trailer (as applicable from the point of view of total consignment weight). The payment shall be made for actual capacity of the vehicle as per RC.

S-4 PENALTY FOR NON PLACEMENT OF VEHICLE

If a Transporter does not place the vehicle within stipulated time at the required place as per the allocation made by BHEL, the next transporter shall be given the allocation. This process shall be followed till a Transporter provides the vehicle. In such case, a penalty of an amount equivalent to 30 % of gross freight from the concerned port to Haridwar shall be deducted equally from all such defaulting transporters from their running bills / EMD. The referred deduction/recovery can be made from any unit of BHEL. Penalty shall be governed as per the provisions given in Clause G-12 of "General Terms & Conditions".

S-5 MULTIPLE POINT LOADING

In case, because of some unavoidable reasons, the cargo happens to be located at two different locations at Port or CHA godowns or Vendors' Works and it is required to consolidate the same on account of urgency of cargo in Plant OR for the purpose of loading the vehicle to full capacity by weight or by volume, the vehicle shall be required to be moved to these points accordingly. In such case, **transporter shall be paid Rs 1000/= lump sum extra** over and above the total freight bill. This will be done with prior approval of DGM of ROD, Mumbai / Haridwar.

S-6 TRANSIT TIME

S-6.1 Timely delivery of cargo is the essence of this Contract. The transit time for Mechanical Trailers shall be reckoned based upon average run/day, as under, inclusive of time taken to clear obstructions and RTO formalities en-route, if any:--

	Vehicle Type	Running Time (KM / DAY)	
		Loaded Vehicle / With loaded C'TNR	With Empty C'TNR
a)	Mechanical Trailers (CAT C1)	200	250
b)	Mechanical Trailers (CAT C2)	185	250
c)	Consignments having L > 13.0 Meter or W > 3.5 Meter or H > 3.0 Meter in C1 & C2 trailers Categories	100	N/A
d)	Mechanical Trailers (CAT C-LB) N/A	150	N/A
e)	ODC consignments having W > 3.5 Meter or H > 4.5 Meter in C-LB trailer Category	100	N/A

S-6.2 Delivery delays shall be accounted for performance assessment, over and above the penalty leviable as per General Terms & Conditions of the Contract.

S 6.3 **Grace Period for Kanwad Mela in Haridwar (In July / August every year) :-**

For LD purpose: A grace period of total 12 days on account of Kanwad Mela (10 days relaxation before date of Shivratri , day of Shivratri and 1 day after date of Shivratri) shall be given only in respect of the consignments which are due to pass in the restricted zone, i.e., Meerut → Muzaffarnagar → Roorkee → Haridwar and vice versa, during the period as per the Contract and starting date of consignment. This relaxation shall be allowed on total time taken for delivery of cargo in Haridwar Plant.

S-7 ROUTE & DISTANCE

The distance for the purpose of freight admissibility shall be the shortest route as explained in clause G-18 of "General Terms & Conditions".

S-8 POWER BLOCK / HEIGHT GAUGE CHARGES

The power block / height gauge charges at Railway Crossings shall be paid initially by the transporter.

S-8.1 The Power Block Charges (and Service Charges thereon) shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 cm.

S-8.2 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of Four (4) working days shall be considered at each gate subject to submission of the proof from concerned Railway Authority.

S-9 HILL AREA FREIGHT

The transportation of consignments also to various hill area sites is covered under this Contract.

S-9.1 For hill distance portion only the transporter shall be paid extra freight @ 60% of basic freight rate (including diesel escalation/de-escalation charges) applicable for the CAT of vehicle deployed, in addition to the normal freight due to transporter for the total distance travelled by vehicle.

S-10 DETENTION CHARGES

The detention (waiting) charges at loading / unloading point shall be paid as under:--

	AMOUNT PAYABLE (per vehicle per day)	LOADING POINT	UNLOADING POINT
	(Rs)		
1.	NIL	For first TWO DAYS from the date of reporting (from requisition date if placement date is earlier)	For first THREE DAYS from the date of reporting / date of entry at site / Haridwar Plant (Reporting should be certified by the BHEL Executive at site or by Customer or Security Staff at Haridwar Plant Material Gate)
2.	Rs 2500/ per Trailer per day	Beyond TWO DAYS	Beyond THREE DAYS

NOTE:

- i) Day of entry and exit will not be counted for detention.
- ii) No detention charges, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.
- iii) The detention charges shall be limited to 30% (Thirty) of the gross freight amount.
- iv) The period of detention shall be certified by the Consignee / Customer / Site In-charge / Product Commercial / concerned RODs / CSX.
- v) However, in such cases transporter will have to submit proof of entry and exit timings of vehicle in the Plant or at site.

S-11 SCHEDULE OF RATES

S-11.1 The bidders have to quote for **all groups i.e. C1, C2 & C-LB** strictly as per attached "SCHEDULE OF RATES". It is mandatory for bidders to quote rates for all categories.

S-11.2 The minimum chargeable distance will be 200 KM.

S-12 BILL OF QUANTITY:- Bill of quantity is as given below

Category	Description	Approx. BOQ (in Km- MT)
C1 (22 MT Trailer)	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar	5894056
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India up to 400 Kms	31020
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India above 400 Kms	258497
C2 (27 MT Trailer)	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar	3459555
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India up to 400 Kms	15510
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India above 400 Kms	77549
C-LB	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra /	51253

(17 MT to 35 MT Low bed trailer)	Nhava Sheva port to Haridwar	
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India (except Haridwar)	108569
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India up to 500 Kms	10000
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 500 kms & up to 1000 Kms	30000
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 1000 Kms & up to 1500 Kms	50000
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 1500 Kms	70000

NOTE: - As given in table above for the Bill of Quantity, rates are to be quoted in Rs/ MT*KM for all separately.

S-13 EVALUATION OF BIDS & AWARD OF WORK

S-13.1 The price bids will be evaluated Group-wise separately TRAILER GROUPs corresponding to each CAT - C1, C2 & C-LB) for the total Cost Index [Bill of quantity x rate] and then compared amongst themselves and placed at L1, L2, L3.....Ln, L1 being the lowest for each group.

FIVE (5) transporters each may be awarded work in case of both TRAILER GROUPs each comprising CAT C1, C2 & C-LB separately.

Process of selection shall be as under:-

Step 1) The bill of quantity group-wise is mentioned in table above. While quoting in TRAILER GROUPs each comprising CAT - C1 C2 & C-LB, bidders are required to quote for all distance slabs, without which their tender will not be considered for that Group. "Total quoted freight value" of all distance slabs in a particular group shall be calculated by multiplication of rates and bill of quantity of all distance slabs of that group, followed by summation of such value for all distance slabs of that Group. This will become the basis for overall unique position of bidders, low to high L1, L2, L3. . Ln onwards in that group.

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.

Step 2) If necessary, negotiation may be held with the Bidder whose rates are found L1 in the particular group.

Step 3) The negotiated rates of L1 Bidder would then be counter offered to all the successful bidders i.e. L2, L3... onwards and first five transporters (low to high) who accept the counter offered rates will be selected in each group. The transporters, to whom counter offer is given, can accept or reject the counter offer in totality for all distance categories and not for selected few categories of a particular group. Acceptance/Non acceptance shall be sought through e-mail.

S-13.2 The award of works is proposed to be distributed to a maximum of **FIVE (5) 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 L5 bidder, for all groups as under:--

GRADE SCALE	L1	L2	L3	L4	L5
Percentage (%)	40	25	15	10	10

S-13.3 In an eventuality of the rate contract being finalized on less than the required number of transporters, BHEL may reschedule the volume of business & Performance Security Deposit (PSD) amount accordingly to eligible transporters on pro-rata basis. If no other transporter accepts the L1 rates then the entire business load shall be given to L1 transporter.

S-13.4 Bidders will not be permitted to choose any selected variant / category. BHEL, however, at its discretion, may decide to award works for either or both categories to such bidders.

S-14 DISTRIBUTION OF DEMAND

1. In normal course, vehicle requisition shall be given to a Transporter for placing the vehicle at pre-defined place. Failure to do so will be treated as if the work-load (freight bill amount) is consumed by that transporter as also the allotment quota under this Contract. Accordingly, allocation will be given to next Transporter.
2. However, loading, as above, will be increased or decreased based on the over-all performance of the transporter.

S-15 SPECIAL CAUTION TO TRANSPORTERS

These "Special Terms & Conditions" shall be read in conjunction with "Tender Terms & Conditions" & "General Terms and Conditions" of Document No. HWR/CDX/OT/C1,C2&C-LB/2014-15. In case of ambiguity between any of these documents, the provisions, as laid down in this "Special Terms & Conditions", shall prevail.

S-16 LOADING AND UNLOADING OF CARGO

BHEL shall be responsible for loading of all cargo at ports/CHA godown and unloading of the same in plant/ various sites.

Incharge (CDX)
Bharat Heavy Electricals Limited, Haridwar

Enclosures:--

	DESCRIPTION	ANN No.
1.	GIST OF LOAD ADMISSIBILITY & DIMENSIONS OF VARIOUS GROUPS OF VEHICLES / LOADS	ANN-A
2.	SCHEDULE OF RATES	: ANN S-2
3.	CHECK LIST FOR SCRUTINY ON BID OPENING	: ANN-1
4.	PROFORMA FOR BANKER'S CERTIFICATE ON BANK LETTER-HEAD	: ANN-2
5.	VERIFICATION STATEMENT OF SUBMITTED DOCUMENTS WITH ORIG.	: ANN-3
6.	COMPANY PROFILE OF THE TENDERER	: ANN-4

**GIST OF LOAD ADMISSIBILITY &
DIMENSIONS OF VARIOUS GROUPS OF VEHICLES / LOADS**

- NOTE :**
- 1) In the table "Wt" means **GROSS WEIGHT** of total consignments
 - 2) In the table L = Length ; W = Width ; H = Height ; ODC = **Over Dimension Consignments** ; FTL = **Full Trailer Load** (as the case may be)
 - 3) For unit conversion purpose following may be takes as :--
1 Foot = 30.5 Cm ; 100 Cm = 1 MR = 3 Feet 3 Inches

CATEGORY "C-1" (22 MT - TRAILER)		TABLE - C1	
UNDER LOADING	NORMAL LOADING & DIMENSIONS	Container Transportation	
<p>15 MT < Wt ≤ 17 MT</p> <p>(FTL payment; approval of DGM of ROD, Mumbai / HWR required)</p> <p>Wt < 15 MT</p> <p>(FTL payment; approval of AGM of ROD, Mumbai / HWR required)</p> <p>Single Pkg. Wt ≥ 15 MT and having dimensions of CAT C1 (FTL Payment ; no approval required)</p>	<p>17 MT ≤ Wt ≤ 22 MT</p> <p>770 cm < L ≤ 1220 cm 210 cm < W ≤ 260 cm 210 cm < H ≤ 250 cm</p> <p>ODC 1220 cm < L ≤ 1750 cm 260 cm < W ≤ 600 cm 250 cm < H ≤ 450 cm</p> <p>ODC Challan by RTO Full reimbursement on production of original receipt</p> <p>Note: In case of ODC challans by State of Gujarat RTO, the same will be considered for challans of other states for payment as ODC for consignments transported from Mumbai / Any other port to Haridwar.</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC.</p>	<p>Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar / Anywhere in India with loaded Container</p> <p>(FTL payment for 22 MT @ CAT C-1)</p> <p>Haridwar to Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port with empty Container</p> <p>(FTL payment for 22 MT @ CAT C-1)</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC.</p>	
		a)	

CATEGORY "C-2" (27 MT - TRAILER)		TABLE - C2	
NORMAL LOADING & DIMENSIONS		ODC	Container Transportation
<p>22 MT < Wt ≤ 27 MT</p> <p>770 cm < L ≤ 1220 cm 210 cm < W ≤ 260 cm 210 cm < H ≤ 250 cm</p> <p>(FTL payment; no approval required)</p> <p>Single Pkg. Wt > 22 MT (FTL Payment ; no approval required)</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC.</p>		<p>1220 cm < L ≤ 1750 cm 260 cm < W ≤ 600 cm 250 cm < H ≤ 450 cm</p> <p>ODC Challan by RTO Full reimbursement on production of original receipt</p> <p>Note: In case of ODC challans by State of Gujarat RTO, the same will be considered for challans of other states for payment as ODC for consignments transported from Mumbai / Any other port to Haridwar.</p>	<p>Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar / Anywhere in India with loaded Container (FTL payment for 27 MT @ CAT C-2)</p> <p>Haridwar to Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port with empty Container (FTL payment for 22 MT @ CAT C-1)</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC</p>

CATEGORY "C-LB" TRAILER (17 MT to 35 MT)		TABLE – C4
NORMAL LOADING & DIMENSIONS	UNDER LOADING & DIMENSIONS	ODC FOR LOW BED & SEMI-LOWBED
<p><u>LOW BED TRAILER</u></p> <p>17 MT < Wt ≤ 22 MT</p> <p>L ≤ 1200 cm W ≤ 300 cm 350 cm < H ≤ 450 cm</p> <p>The above dimensions shall be applicable for Low Bed Trailer. (FTL payment; no approval required)</p> <p><u>SEMI LOW BED TRAILER</u></p> <p>22 MT < Wt ≤ 35 MT</p> <p>L ≤ 1200 cm W ≤ 300 cm 350 cm < H ≤ 450 cm</p> <p>The above dimensions shall be applicable for Semi-Low Bed Trailer. (FTL payment; no approval required)</p> <p>Note: The consignment having height < 350 CM shall not be booked under C-LB category.</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC</p>	<p>Wt < 17 MT</p> <p>L ≤ 1200 cm W ≤ 300 cm 350 cm < H ≤ 450 cm</p> <p>(FTL payment; approval of AGM of ROD, Mumbai / HWR required)</p> <p>Note: Loading capacity of the vehicle engaged in transportation shall be verified from the RC</p> <p>Wt < 22 MT</p> <p>L ≤ 1200 cm W ≤ 300 cm 350 cm < H ≤ 450 cm</p> <p>(FTL payment; approval of AGM of ROD, Mumbai / HWR required)</p>	<p>300 cm < W ≤ 450 cm 450 cm < H ≤ 500 cm</p> <p><u>ODC Challan by RTO</u> Full reimbursement on production of original receipt</p>

To be submitted as "PRICE-BID" (PART-2) in a separate envelope

Annexure "S-2"
Page (1 of 3)

SCHEDULE OF RATES

TRANSPORTATION BY MECHANICAL TRAILERS - C1

Category	Description	<u>1</u>	<u>2</u>	<u>3</u>
		BOQ in MT-Km	Rate in Rs. per MT per Km	Value in Rs. (Col. 1 x Col. 2)
C1	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar	5894056		
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India up to 400 Kms	31020		
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India above 400 Kms	258497		

Date:

Signature of the authorized signatory
Affixing official stamp/seal

NOTE:--

1. Every transporter has to necessarily quote rate for total Bill of Quantity of all distance category and the quoted rates are valid for total Bill of Quantity as above or / and part thereof, failing which complete offer Bid will be ignored.
2. The Bill of quantities given above are tentative and may vary.
3. Above rates shall be for normal size of consignments. The extra payments for ODC, if any, shall be made as per the relevant clauses of "Special Terms & Conditions".

Signature_____

Name_____

Designation_____

Name of Tptr._____

To be submitted as "PRICE-BID" (PART-2) in a separate envelope

Annexure "S-2"
Page (2 of 3)

SCHEDULE OF RATES

TRANSPORTATION BY MECHANICAL TRAILERS – C2

Category	Description	<u>1</u>	<u>2</u>	<u>3</u>
		BOQ in MT-Km	Rate in Rs. per MT per Km	Value in Rs. (Col. 1 x Col. 2)
C2	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar	3459555		
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India up to 400 Kms	15510		
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India above 400 Kms	77549		

Date:

Signature of the authorized signatory
Affixing official stamp/seal

NOTE:--

- Every transporter has to necessarily quote rate for total Bill of Quantity of all distance category and the quoted rates are valid for total Bill of Quantity as above or / and part thereof, failing which complete offer Bid will be ignored.
- The Bill of quantities given above are tentative and may vary.
- Above rates shall be for normal size of consignments. The extra payments for ODC, if any, shall be made as per the relevant clauses of "Special Terms & Conditions".

Signature_____

Name_____

Designation_____

Name of Tptr._____

To be submitted as "PRICE-BID" (PART-2) in a separate envelope

Annexure "S-2"
Page (3 of 3)

SCHEDULE OF RATES

TRANSPORTATION BY MECHANICAL TRAILERS – C-LB

Category	Description	<u>1</u>	<u>2</u>	<u>3</u>
		BOQ in MT-Km	Rate in Rs. per MT per Km	Value in Rs. (Col. 1 x Col. 2)
C-LB	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to Haridwar	51253		
	From Anywhere in Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port to anywhere in India (except Haridwar)	108569		
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India up to 500 Kms	10000		
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 500 kms & up to 1000 Kms	30000		
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 1000 Kms & up to 1500 Kms	50000		
	From Anywhere in India (except from Mumbai or Mumbai/ Kandla / Mundra / Nhava Sheva port) to anywhere in India above 1500 Kms	70000		

Date:

Signature of the authorized signatory
Affixing official stamp/seal

NOTE:--

- Every transporter has to necessarily quote rate for total Bill of Quantity of all distance category and the quoted rates are valid for total Bill of Quantity as above or / and part thereof, failing which complete offer Bid will be ignored.
- The Bill of quantities given above are tentative and may vary.
- Above rates shall be for normal size of consignments. The extra payments for ODC, if any, shall be made as per the relevant clauses of "Special Terms & Conditions".

Signature_____

Name_____

Designation_____

Name of Tptr._____

Annexure - 1

CHECK LIST FOR SCRUTINY ON BID OPENING			
(Forming part of Techno-Commercial Bid ; Part-1)			
S. No.	Particulars for evaluation of Techno-Commercial Bid	Comments / Remarks by Bidder	Compliance enclosed at page...of offer
1.	Is bid submission strictly in order as per tender clauses of Special & General Terms & Conditions ?		
2.	EMD of Rs 2,00,000 (Rupees TWO Lakhs only) by DD/banker's cheque No..... dated Drawn on (Name of Bank)		
3.	Self certification "Affidavit-cum-Agreement" (Annexure, T-1)		
4.	Price Bid (Schedule of Rates) (Part-II of Bid) as per Annexure 'S-2'		
5.	Documents supplementing eligibility in terms of General Terms & Conditions relating to Power of Attorney, Company/Firm Registration details		
6.	IBA Approval (enclose certified copy)		
7.	Audited annual report or balance sheet for the financial years 2011-12, 2012-13 & 2013-14		
8.	Details of computers, Internet connection and email, fax & telephone etc. in local office for effective and fast communication		
9.	Company Profile as per Annexure-3		
10.	Specific deviations, if any, to our "Special & General Terms & Conditions" (enclose separate sheet)		
12.	Duly signed and stamped copy of full tender documents		
Signature of the authorized signatory affixing official Seal of the bidder			

NOTE:

- a) All statements to be substantiated with documents evidencing the same in the name of Tenderer / Firm only
- b) Enclosures to be orderly placed, serially numbered & properly secured / bound, leaving no loose sheets.

Annexure - 2

(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)

Particulars	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
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 - 3

Company Profile of the Tenderer

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 Directors :
16. Business Activities:
17. Bankers:
18. Details of Branch Offices :

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

19. Details of Vehicles owned :

Sl. No.	Regn No.	Model	Make	Type of Body	Axles	RLW	ULW	RP L

20. Details of Clients :

Sl. No.	Name of Client	Job Details	Contract duration	Contract Value.

21. Paid-up Capital:
22. Annual turnover:
23. Membership of Professional Associations, *if any*
24. Associates, *if any*.
25. Certificate of Registration with GoI, MoS, RT&H, *if any*:

(Signature of the Authorised signatory affixing official seal of the Bidder)
Name & Designation: