



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltry.co.in

Fax : 0431 – 2520212

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

Tender No: LOG/CCC/12-14/5052E

Dt: 11.01.2013

NOTICE INVITING TENDER (NIT)
FOR

TRANSPORTATION OF SINGLE INDIVISIBLE
CONSIGNMENTS OVER 31MT & UP TO 99MT THROUGH
HYDRAULIC AXLE VEHICLES, ON
RATE CONTRACT - 2012-2014 BASIS

Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Transport Carriers having a fleet of vehicles of their own and network of Branches for transportation of **Single Indivisible Consignments weighing more than 31MTs & up to 99MTs (in case of length of consignment more than 15 meters) / More than 33MTs & up to 99MTs (in case of length of consignment up to 15 meters)** , by Road, using **HYDRAULIC AXLES WITH SUITABLE PRIME MOVERS and required spacers / and other implements.**

The quantum of transportation of inbound & outbound consignments would be in the order of about 25,000 Metric Ton approximately in the next two years.

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

The bidders may contact Shipping Officer/CCC/Logistics (0431-2571519) & DGM/CCC/Logistics (0431-2571549), M/s.Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014, Email: aitrc@bheltry.co.in for any clarification required in this regard.

The tender enquiry comprises the following documents:-

(1) **This Covering letter of NIT** - LOG/CCC/12-14/5052E

(2) Techno Commercial Bid

- | | | |
|--|---|---------------|
| (a) Special Instructions | - | Annexure-I |
| (b) Specific Guidelines | - | Annexure-II |
| (c) Integrity Pact | - | Annexure-III |
| (d) Special Conditions of the Contract | - | Annexure-IV |
| (e) General Terms & Conditions of Contract | - | Annexure-V |
| (f) Safety Conditions | - | Annexure-VI |
| (g) Operational Control Procedures (OCP) | - | Annexure-VII |
| (h) Techno Commercial Bid | - | Annexure-XIII |
| (i) Declaration by Transport Carrier | - | Annexure-IX |

(3) Price Bid

- | | | |
|---------------|---|------------|
| (a) Price Bid | - | Annexure-X |
|---------------|---|------------|

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

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

The Carriers who have been awarded BHEL Trichy Hydraulic Axle Rate Contract LOG/CCC/11-12/5032 need not submit EMD for this Tender. All others have to essentially submit the EMD as per tender Conditions, lest their offer will be rejected.

This is only request for an Offer and not Contract.

for Bharat Heavy Electricals Ltd.

(C.S.Gunasekaran)
DGM/CCC/Logistics
Stores Admin. Block, Near East Gate
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

HYDRAULIC AXLES RATE CONTRACT 2012-14

SPECIAL
INSTRUCTIONS



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltrv.co.in

Fax : 0431 – 2520212

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

HYDRAULIC AXLES RATE CONTRACT 2012-14

SPECIAL INSTRUCTIONS

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

01. Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers/ Fleet Owners who would like to participate in the Hydraulic Axle Rate Contract for road transportation are required to comply with the Motor Vehicles Act.
02. The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
03. The Transport Carriers / Fleet owners in case of award of Contract should adhere to specific conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles.
04. Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Rate Contract, in case of Award of Contract, will ensure that overloading of vehicles is absolutely avoided.
05. The Transport Carriers/Fleet Owners, in case of Award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
06. It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is avoided, there is no reason for transit delays, brake down or accident.
07. In the Tender, the minimum eligibility criteria have been prescribed for technical qualification. In case of Award of Contract, BHEL will critically look at the performance of the Transport Carrier, by their prompt response and safety in transportation.
08. BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
09. Hence, after of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates etc. and Transport Carriers should perform & meet the dispatch demand of BHEL. Transport Carriers are requested to give due attention to the turn-around period and accordingly should have sufficient Hydraulic Axles with them to meet the dispatch demand of BHEL.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

10. It may please be noted that merely getting technically qualified based on the eligibility criteria does not automatically entail the transport carrier to be considered for counter offering & Award of Contract.

The number of Vendors required by BHEL is given below:-

Application-A		Application-B		Application-C	
Rate Sch. No	No. of Vendors	Rate Sch. No	No. of Vendors	Rate Sch. No	No. of Vendors
HA111	9 + 3 optional	HB111	6 + 6 optional	HC111	10 + 2 optional
HA121	9 + 3 optional	HB121	9 + 3 optional	HC121	10 + 2 optional
HA131	9 + 3 optional	HB131	9 + 3 optional	HC131	10 + 2 optional
HA211	3 optional	HB211	3 optional	HC211	3 optional
HA221	3 optional	HB221	3 optional	HC221	3 optional
HA231	3 optional	HB231	3 optional	HC231	3 optional
HA311	3 optional	HB311	3 optional	HC311	3 optional
HA321	3 optional	HB321	3 optional	HC321	3 optional
HA331	3 optional	HB331	3 optional	HC331	3 optional

Hence counter offering will be given to the Vendors, in the order of their ranking, till the required number of Vendors accepts counter offer. However if response itself equal to or less than the required number of Vendors, at any cost, H1 & H2 Vendors will not be considered for counter offering / award of Contract

11. The Transport Carriers/Fleet Owners who wish to participate have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the tender process is not aborted / vitiated, due to their reasons.
12. In case of an award of a Contract, if the transport carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be encashed.
13. Please note that the price bid should not, repeat should not, be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.
14. EMD of Rs.2,00,000/- shall be submitted along with the Techno Commercial Bid. The Carriers who have been awarded BHEL Trichy Hydraulic Axle Rate Contract LOG/CCC/11-12/5032E need not submit EMD for this Tender.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

SPECIFIC
GUIDELINES



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltrv.co.in

Fax : 0431 – 2520212

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

HYDRAULIC AXLES RATE CONTRACT 2012-14

SPECIFIC GUIDELINES

01. PROCEDURE TO SUBMIT OFFERS/TENDERS

Sealed tenders in the BHEL's proforma enclosed shall be submitted in the following manner:

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

1.2 Techno - Commercial Bid

1.2.1 The bidder shall submit EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) along with the tender by way of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy. The Carriers who have been awarded BHEL Trichy Hydraulic Axle Rate Contract LOG/CCC/11-12/5032 need not submit EMD for this Tender. All others have to essentially submit the EMD as per tender Conditions, lest their offer will be rejected.

1.2.2 Techno Commercial Bid consists of the following documents and the same shall be duly signed & stamped by the bidder in all the pages and submitted in full in token of the acceptance of the same.

- | | | | |
|---------|---------------|---|--|
| 1.2.1.1 | Annexure-I | : | Special Instructions |
| 1.2.1.2 | Annexure-II | : | Specific Guidelines |
| 1.2.1.3 | Annexure-III | : | Integrity Pact |
| 1.2.1.4 | Annexure-IV | : | Special Conditions of the Contract |
| 1.2.1.5 | Annexure-V | : | General Terms & Conditions of Contract |
| 1.2.1.6 | Annexure-VI | : | Safety Conditions |
| 1.2.1.7 | Annexure-VII | : | Operational Control Procedures |
| 1.2.1.8 | Annexure-VIII | : | Techno Commercial Bid in the proforma duly furnished all the details & documents asked |
| 1.2.1.9 | Annexure-IX | : | Declaration by the Bidder |

1.2.2 The Xerox copies of all the supporting documents enclosed shall be attested by a **NOTARY PUBLIC**.

1.2.3 All the required documents shall be filed in the same serial as per the format/column of the "Technical and commercial Bid". **All the pages shall be serially numbered on the right hand side top corner.**

1.2.4 Page numbers of the concerned documents also shall be filled in the "Check List" in the column provided.

1.2.5 All the above documents shall be submitted in a separate sealed cover super scribing name of the bidder and "**Hydraulic Axle Rate Contract 2012-2014**", "**TECHNO COMMERCIAL BID**", **Ref. Tender No. LOG/CCC/12-14/5052E dt: 11.01.2013.**

1.2.6 Offers without relevant documents are liable to be rejected.

Date : _____ Signature of the Tenderer with seal
Place: _____ (Authorized Signatory)

1.3 Price Bid

- 1.3.1 The price bids for shall be submitted in a separate sealed covers super scribing the cover “Hydraulic Axle Rate Contract 2012-2014” “PRICE BID FOR TENDER NO. LOG/CCC/12-14/5052E dt: 11.01.2013.

1.4 Submission of Price bid & Techno Commercial bid

- 1.4.1 The bidder should put Techno Commercial Bid (1 Cover – as per above clause 1.2) and Price Bid **in a single strong cover**, seal it and affix seal on the cover and address the same to DGM/CCC/Logistics, Bldg.No.61, Stores Admin. Block, Near East Gate, M/s.Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014, duly super scribing Tender No., due date and time of opening.

2 TENDER DUE DATE

2.1 Last date/time for receipt of tender

- 2.1.1 The completed tenders shall reach on or before **10:30 Hrs. on 08.02.2013**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.

2.2 Last date/time for opening of tender

- 2.2.1 Sealed covers so received will be opened at Bldg. No.61, 1st Floor, Stores Admin Block. (Near East Gate), in BHEL, Tiruchirapalli on the same day i.e., on **08.02.2013 at 10:35 Hrs.** in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.

- 2.2.2 The Techno Commercial bids only will be opened

2.3 Witnessing the tender opening

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

- 2.3.2 Only one representative from one bidder will be allowed to participate in the tender opening.

3 QUOTING

3.1 Option

- 3.1.1 **The bidder need to quote all the Applications i.e. Application A, B & C.**

- 3.1.2 Each application has 9 rate schedules (3 weight Slabs X 3 Distance Slabs). Totally there are 27 Rate Schedules (9 X 3 Applications)

- 3.1.3 **Also within a particular application, the Bidder need to quote for all the rate schedules. (i.e. all distance slabs & weight slabs). This means partial quoting in this tender is not acceptable and hence will be rejected.**

3.2 Quoting best rate and the sanctity of the L1 status.

- 3.2.1 Quoting the lowest best rate is a must against this Tender. However, transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total tendering process of BHEL. Hence will take severe action under Contractual obligations including legal action against those Transporters

Date : _____ Signature of the Tenderer with seal
Place: _____ (Authorized Signatory)

3.3 Participation

- 3.3.1 In case overseas Vendors participate in this open Tender and Bid, they should necessarily have an office at either Trichy or Chennai or Bangalore to transact business with BHEL on a day to day basis. This is one of the qualification criteria for foreign Vendors inter alia other conditions. Further it may be noted that, in case of award of Contact to any foreign Vendor, it will be on their Indian Office only and the vehicles to be deployed them for despatches shall be of Indian Registration only. All the operation of the Hydraulic Axle movement shall be as per Motor Vehicle Act of India only.
- 3.3.2 Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in the tender and the bidder should declare the same in the tender. Even during the course of evaluation / finalization of tender if it is found that some of the transporters are black listed / barred from business transactions / under business holiday, BHEL will not consider them for further participation in the tender.

4 VALIDITY OF OFFERS :

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period, BHEL will be entitled to forfeit the EMD paid.

5 SIGNING THE TENDER

- 5.1 The tender shall be signed by the Authorized Signatory Only. Authorised signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorised/empowered to act on behalf for the specific purpose
- 5.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting tender and all procedures connected with, till finalization and execution of the Contract.
- 5.3 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorised to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 5.4 A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender.
- 5.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

6 ADOPTION OF INTEGRITY PACT

- 6.1 BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all bidders, Contractors and Bidders. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with transparency India international on adoption of integrity pact for all Major tenders/ Contracts. Integrity pact first promoted by transparency international, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- 6.2 The integrity pact attached with this tender is an integral part of this commercial terms and conditions of tender may please be signed and sent to us along with the techno- commercial offer in token of acceptance of the conditions of the pact. Any offer received, without this Integrity pact duly signed and stamped, will be rejected.
- 6.3 Independent External Monitor (IEM) will be appointed by our Corporate Office for the purpose of this tender.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

7 METHOD OF EVALUATION OF PRICES

7.1 Priority

- 7.1.1 The basic rates i.e rates for freight including all charges, incidentals etc., exclusive of Service tax will be the basis for deciding tender priority.
- 7.1.2 In case identical rates are quoted by more than one bidder, the selection of L1 transporter will be on the basis of seniority of their registration with IBA.

8 QUANTITY, RATE FINALIZATION & DISTRIBUTION OF LOAD

8.1 Tender quantity

- 8.1.1 The indicative total Tender quantity is 25000MTs. Since this is a rate Contract, this quantity may increase or decrease based on the actual requirement of BHEL. Hence there is no fixed quantity will be awarded to the Contractors.

8.2 Rate Finalization

- 8.2.1 Lowest prices received against BHEL tenders need not be the acceptable to BHEL and in that case BHEL would not to consider the same for award of Contract.
- 8.2.2 BHEL will finalize the rates through price bid opening. Hence tenderers are requested to give their best prizes at the first instant itself.**
- 8.2.3 BHEL would negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 8.2.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Open Tender.**

8.3 Ranking

- 8.3.1 Bidders will be ranked on individual rate schedule wise.

Methodology

- 8.3.2 Each application has 9 rate schedules (3 weight Slabs X 3 Distance Slabs). Totally there are 27 Rate Schedules (9 X 3 Applications)
- 8.3.3 If there is any tie in the L1 Rates, then based on the IBA seniority, the ranking of the Carriers will be decided (senior will be given first preference)
- 8.3.4 Each rate schedule, separate loading seniority will be allotted based on the ranking in that rate schedule and the load will be allotted accordingly

8.4 Counter Offering

- 8.4.1 The number of Vendors required by BHEL is given below:-

Application-A		Application-B		Application-C	
Rate Sch. No	No. of Vendors	Rate Sch. No	No. of Vendors	Rate Sch. No	No. of Vendors
HA111	9 + 3 optional	HB111	6 + 6 optional	HC111	10 + 2 optional
HA121	9 + 3 optional	HB121	9 + 3 optional	HC121	10 + 2 optional
HA131	9 + 3 optional	HB131	9 + 3 optional	HC131	10 + 2 optional
HA211	3 optional	HB211	3 optional	HC211	3 optional
HA221	3 optional	HB221	3 optional	HC221	3 optional
HA231	3 optional	HB231	3 optional	HC231	3 optional
HA311	3 optional	HB311	3 optional	HC311	3 optional
HA321	3 optional	HB321	3 optional	HC321	3 optional
HA331	3 optional	HB331	3 optional	HC331	3 optional

Date :

Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 8.4.2 Hence counter offering will be given to the Vendors, in the order of their ranking, till the required number of Vendors accepts counter offer.
- 8.4.3 If the response is more than the required number of Vendors or lesser than the required number of Vendors, at any cost the H1 & H2 Vendors of this Open Tender will not be considered for counter offer / award of Contract. However if the Contractors of existing Hydraulic Axle Rate Contract happened to be the H1 / H2 Vendors, they will be considered, as a special case, and an opportunity can be given. i.e. All the existing Rate Contract Vendors will be considered for counter offering irrespective of their ranking in this fresh Tender.
- 8.4.4 This counter offer to the existing Hydraulic Axle Rate Contract Contractors will be given whether they participate in this Tender or not.
- 8.4.5 BHEL will proceed only with those transporters who have accepted counter offer of BHEL in totality for all applications.
- 8.4.6 If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contract covering totally the requirement on the respective L1 Vendor – Schedule wise.
- 8.4.7 In case the above is not properly understood by the transporters/Bidders, they are free to get the clarification from BHEL and understand the system fully and then proceed. BHEL is not responsible for any mistake committed by the tenderers /transporters in the above and also for rejection of their offers on account of the above.

8.5 Load Distribution

- 8.5.1 **L1 bidder will be given one load more in each turn in each rate schedule.** Eg. If Totally 12 Vendors are enlisted, available 4 loads will be given up to L3 (L1 two loads L2 & L3 one load each) In next lot of say 3 loads are to be given starting from L4 to L6. This turn will be followed (L7, L8 etc.,) in the same way continuously.
- 8.5.2 If the counter offer is agreed by the existing Hydraulic Axle Rate Contract Contractors, they can also be considered along with the new Carriers, while maintaining their loading seniority as per existing RC.
- 8.5.3 In this Tender, for the L1 Vendors, after award of LOI/ Contract, they will be placed in the loading seniority, after the existing Carriers of the existing RC, but when the turn for these L1 Vendors of the fresh Tender comes, they will also be given two loads as per Tender while the L1 Vendors of the existing RC are also given two loads.
- 8.5.4 BHEL also would load on first- come- first- served basis, in case of non response from L1 Bidders within the time frame given to meet the transportation requirement of BHEL.
- 8.5.5 If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – Schedule wise.

9 EMD/SD BY THE BIDDER WILL BE FORFEITED, IF :-

9.1 EMD:-

- 9.1.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- 9.1.2 The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

Date : _____
Place: _____

Signature of the Tenderer with seal
(Authorized Signatory)

9.2 SECURITY DEPOSIT

- 9.2.1 In case of an Award of a Contract and if the Transport Carrier fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded/Bank Guarantee encashed.
- 9.2.2 Security deposit shall not be refunded to the contractor except in accordance with the terms of the Contract.

10 GENERAL INSTRUCTION

10.1 Quoting & signing the tender

- 10.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for two years from the date of award of Contract.
- 10.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 10.1.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 10.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 10.1.5 The rates shall be quoted only in the schedule attached, both in words and figures. Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct.
- 10.1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc) before submitting their tenders.
- 10.1.7 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 10.1.8 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account)
- 10.1.9 Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original **ARE LIABLE TO BE REJECTED**
- 10.1.10 If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, **BHEL WILL REJECT SUCH TENDER AT ANY STAGE.**
- 10.1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 10.1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of tender priorities. Should any information found to be incorrect subsequently, at any later time, the tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited
- 10.1.13 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 10.1.14 The tender schedule and the tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 10.1.15 ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT/COLUMN OF THE "TECHNO- COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGENUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

11 CONTRACT AGREEMENT

The successful Bidder whose tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Tiruchirapalli-14 to ensure strict compliance with the provisions of the Contract. BHEL's communication / Contact point will be the local office at Tiruchirapalli.

12 E-CONNECTIVITY

The bidder shall have e-mail facility in their branches in general and GPS (Global Positioning System) in the vehicles. If e- mail facility is not available, the transporter to whom the Contract is awarded shall provide the same immediately within 2 weeks from the date of award of the Contract through Letter of Intent.

13 INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL

13.1 IBA APPROVAL

- 13.1.1 The bidders should have IBA recommendation, valid on the date of opening of tender. The bidder shall ensure that IBA recommendations is valid throughout the currency of the Contract.
- 13.1.2 If a transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the Contract with him may ultimately be terminated.
- 13.1.3 In case of overseas Vendors, the business information report incorporating the rating of the Company by the International Credit Rating Agencies viz., DUNS number of M/s.DUN & Bradstreet (D&B) along with the technical bid.

13.2 IBA SENIORITY

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

Date : _____
Place: _____ Signature of the Tenderer with seal
(Authorized Signatory)

14 JOURNEY MANAGEMENT :

- 14.1.1 The bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis. The bidder shall submit a write up along with the tender documents regarding implementation of Journey Management.
- 14.1.2 In case BHEL provides GPS, then the transporter will be responsible for safe custody and return of GPS unit to BHEL in good working condition, as it was issued to him.
- 14.1.3 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.
- 14.1.4 Notwithstanding the above, BHEL will accept or reject any particular offer or part of the offer or part of any particular schedule with assigning reasons thereof.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

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

hereby authorizing (name of the
representative) to participate in the tender opening of BHEL Trichy for Hydraulic Axle Rate
Contract 2012-14.

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

(Signature of the representative)

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

INTEGRITY PACT

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

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

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

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

BHEL

AA:MM:IP:R01 dtd 1.4.2010

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

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

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

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

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

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

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

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 -Compensation for Damages

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

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

BHEL

AA:MM:IP:R01 dtd 1.4.2010

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

Section 5 - Previous Transgression

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

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

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-contractors

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

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

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

BHEL

AA:MM:IP:R01 dtd 1.4.2010

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

BHEL

AA:MM:IP:R01 dtd 1.4.2010

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

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

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

.....

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....

.....

BHEL

AA:MM:IP:R01 dtd 1.4.2010

Date :

Signature of the Tenderer with seal

Place:

(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

SPECIAL
CONDITIONS OF
THE CONTRACT

SPECIAL CONDITIONS OF THE CONTRACT

1 SCOPE OF WORK:

Transportation of **Single Indivisible Consignments weighing more than 31MTs & up to 99MTs (in case of length of consignment more than 15 meters) / More than 33MTs & up to 99MTs (in case of length of consignment up to 15 meters)** , by Road, using **HYDRAULIC AXLES WITH SUITABLE PRIME MOVERS and required spacers / and other implements.**

2 TENURE OF CONTRACT

2.1 Tenure

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

2.1.2 The transport Contract is valid for 2 (two) years ie., from the date of award of Contract by BHEL, Trichy

2.2 Extension of Contract

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

3 RATE:-

3.1 DIESEL PRICE VARIATION CLAUSE

The Contract Rates are Firm and not subject to any price variation on any account except rate variation on account of variation in Diesel Price as given below :

3.1.1 Diesel Price ruling on the date of tender opening at Trichy will apply. (As indicated by IOCL / BPCL / HPCL)

3.1.2 An increase/decrease of two (2) paise per km/MT will be allowed for every one rupee per litre increase/decrease in rate of diesel.

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

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

Sum of (Applicable Rates x No. of Days applicable) divided by Total Number of Days in the quarter.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

Example:-

- Assume rate of Rs.6/- per Km per MT finalized on 10.06.2012. (Say -at that time the 'retail selling price' [RSP] of diesel is Rs.45/- per Litre). This rate will be applicable for that quarter upto 30.06.2012.
 - As per PVC, the rate for the quarter 01.07.2012 to 30.09.2012 will be decided based on the RSP of diesel from 16.03.2012 to 15.06.2012. Since Contract finalized only on 10.06.2012, the RSP of the diesel from 10.06.2012 to 15.06.2012 will be apply for the quarter 01.07.2012 to 30.09.2012
- (i) If there is no diesel rate revision from 10.06.2012 to 15.06.2012, then the rate of Rs.6/- remains same for the quarter 01.07.2012 to 30.09.2012
- (ii) Say if there is Rs.2/- increase on 11.06.2012, then the revised rate will be

$$\frac{(\text{Rs.6/-} \times 1\text{Day}) + (\text{Rs.6.04} \times 5\text{ Days})}{6\text{ Days}} = \text{Rs.6.03/-}$$

- Then for dispatch in the quarter 01.10.2012 to 31.12.2012, the RSP during 16.06.2012 to 15.09.2012 as follows

Example:-

- From 16.06.2012 to 13.07.2012 there is no rate increase (Rs.6.03)
- From 14.07.2012 to 12.09.2012 the rate increased to Rs.6.06
- From 13.09.2012 to 15.09.2012 the rate increased to Rs.6.07
- Hence the revised rate will be

$$\frac{(\text{Rs.6.03} \times 28\text{ Days}) + (\text{Rs.6.06} \times 59\text{ Days}) + (\text{Rs.6.07} \times 3\text{ Days})}{90\text{ Days}} = \text{Rs.6.05/-}$$

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

3.2 TAXES AND DUTIES

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

3.3 OCTROI CHARGES:-

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

Date : _____ Signature of the Tenderer with seal
Place: _____ (Authorized Signatory)

4 MOTOR VEHICLE ACT & CAPACITY OF AXLES

4.1 M.V. ACT

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

4.2 AXLES & PRIME MOVER CAPACITY / NUMBER OF AXLES / IMPLEMENTS

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

4.2.2 Overhanging in length of consignment is not permitted under this Contract.

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

5 INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL

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

6 ROUTE, ROAD SURVEY, PERMIT ETC.

6.1 ROAD SURVEY

6.1.1 Up to 54MTs no prior route survey is required. However route approval to be obtained by Transporter from BHEL before placement of Axles. If there is any deviation in the approved route, the Transporter has to get prior approval from BHEL before proceeding further.

6.1.2 For 55 to 99MTs, prior route survey is required on case to case basis. If required, on case to case basis, BHEL will conduct route survey, at BHEL's Cost and the Transporter has to follow that route strictly.

6.1.3 However route approval to be obtained by Transporter from BHEL before placement of Axles. If there is any deviation in the approved route, the Transporter has to get prior approval from BHEL before proceeding further.

6.1.4 However, It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

6.2 PERMIT

- 6.2.1 The transport carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of transport carrier. The carrier shall take care of all formalities/clearances from various authorities like Government departments, NHAI, PWD, Transport Commissioners, RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
- 6.2.2 The transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification.
- 6.2.3 Considering the strength and the traffic conditions of the roads, culverts and bridges and their safety and to facilitate smooth operation of Hydraulic Trailers for safe transportation of consignments where ever Government of India and or State Governments have laid down certain specific guidelines, notifications and procedures etc, the transport carriers / vehicle owners shall comply with such rules, regulations and procedures.**
- 6.2.4 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles

7 DESIGN WEIGHT

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

8 PILOT VEHICLE & ESCORT TEAM

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

9 TRANSIT TIME AND PENALTY

9.1 TRANSIT TIME

- 9.1.1 Transit period shall be reckoned based on average run/day of **90 KMs PER DAY**, excluding date of dispatch / exit from our factory and date of report /delivery at destination.
- 9.1.2 In addition to the normal time allowed above, a grace time of Two days is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded.
- 9.1.3 In the cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.
- 9.1.4 Grace period for delay in obtaining permissions from RTA shall be decided on case to case basis and decided by Head of Logistics

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

9.2 PENALTY FOR DELAYED DELIVERY

- 9.2.1 Delay in delivery beyond the above period as described in (a) and (b) will attract a penalty of 2 % of the freight per Week for 1st week and at the rate of 8% for the next (2nd) Week and at the rate of 10% for the next 4 Weeks of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed
- 9.2.2 However, in deserving cases an official of BHEL, not below the rank of DGM of concerned department shall have authority to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**
- 9.2.3 If vehicles are standing at the project sites and are not allowed in, due to various reasons for no. of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis ,the date of reaching the site and the date of unloading as certified by the respective Manager/ commercial at Trichy will be the basis for calculation of penalty
- 9.2.4 Any delay beyond the stipulated time will be viewed seriously. BHEL will monitor the performance of the Carrier on this account and periodical review will be carried out and suitable action will be taken including suspension/foreclosure/termination of Contract.

10 PENALTY FOR NON PLACEMENT OF AXLES IN FULL ASSEMBLED CONDITION

The Contractor has to place the hydraulic axles with prime mover in full assembled condition **within 5 days** (including date of placement of axles in full assembled condition, weekly off & holidays) from the date of placement mentioned in the LOI / call letter / email / Fax / or any other communication given by User / Authorized departments of BHEL. In case, the contractor fails to place the same within 5 days, from 6th day onwards penalty shall be levied as follows towards delay in placement of vehicle.

- **Rs.4000 per Day for 0-55MT Slab**
- **Rs.6000 per Day for >55-80MT Slab**
- **Rs.8000 per Day for >80-99MT Slab**

If the Carriers are not lifting the consignment in the above stipulated time, then they will be put under suspension for all the rate schedules and no load will be allotted to them in any of the rate schedules **till that** consignment is lifted by others.

In addition to the above, the penalty charges also will be levied **for not placing the axles, as per the above rates till the load is lifted by others.**

11 TRANSHIPMENT AND CHANGING OF VEHICLES

- 11.1.1 Transshipment of materials is not permitted under this Contract
- 11.1.2 In case of major breakdown / accident / repair of the Hydraulic Axle Modular Vehicle, warranting transfer of load to the other Hydraulic Axle Modular Vehicle, Carriers have to report this in writing to CCC/Logistics along with documentary proof in support of their request/ action and only upon specific written permission from the Competent authority of BHEL, they shall undertake the transfer of the load to other Hydraulic Axle Modular Vehicle at Carrier's own risk cost and safety. In case witnessing of such activity by BHEL official is felt necessary by BHEL, it should be done in the presence of the BHEL Official only.
- 11.1.3 Transfer of Hydraulic Axle Load to any other mechanical vehicle / or any other type of vehicle other than permitted by BHEL at loading point, is strictly prohibited. Any act of such nature by the Carrier will attract major punishment / penal action on the Carrier as per the provisions of the procedure / policy of BHEL, for suspension of business dealing with Suppliers / Contractors. All consequential expenditure in this regard would have to be borne by the Carrier in full..

Date : _____ Signature of the Tenderer with seal
Place: _____ (Authorized Signatory)

12 DETENTION CHARGES

12.1 ELIGIBILITY FOR DETENTION CHARGES

- 12.1.1 If the vehicles report after 10 AM at loading point then the date of report shall be taken as 10 AM on the next working day for the purpose of payment of detention charges.
- 12.1.2 Detention charges shall be paid on certification of an Executive not below the rank of **DGM of user agencies** (Shipping / MM etc) in case of detention at BHEL, Trichy and Harbour & CFSs of Chennai, Tuticorin & Karaikal
- 12.1.3 Detention at Site shall be paid based on the Gate Entry at Site / endorsement of any BHEL Site Officials with signature & official seal. No further certification from Shipping / end user is required for payment of detention charges at site
- 12.1.4 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Shipping / Stores / Harbour & CFS and Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 12.1.5 However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.

12.2 PAYMENT OF DETENTION CHARGES AT LOADING POINT

- 12.2.1 Before loading the consignments, BHEL/Loading Agency will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the consignments will be loaded. After fulfilling these requirements, if the consignment is not loaded **within 5 days** (including date of placement of vehicle at loading point, Weekly off and Holidays), for idling of the axles at the Loading Point, detention charges shall be paid as follows
- 12.2.2 From 6th days onwards Detention Charges will be paid as follows
- **Rs.4000 per Day for 0-55MT Slab**
 - **Rs.6000 per Day for >55-80MT Slab**
 - **Rs.8000 per Day for >80-99MT Slab**
- 12.2.3 The rent for prime mover and all the expenses incurred is also included in rate per axle per day as detention charge.

12.3 PAYMENT OF DETENTION CHARGES AT UNLOADING POINT

- 12.3.1 Efforts will be taken by BHEL to unload the material at unloading point immediately without any delay. However, in case of detention of the vehicle, with load, for more than **5 days** (including date of reporting of vehicle at unloading point, Weekly off and Holidays) at the point of unloading, Detention Charges shall be paid as follows.
- 12.3.2 From 6th days onwards Detention Charges will be paid as follows
- **Rs.6000 per Day for 0-55MT Slab**
 - **Rs.9000 per Day for >55-80MT Slab**
 - **Rs.12000 per Day for >80-99MT Slab**
- 12.3.3 The rent for prime mover and all the expenses incurred is also included in rate per axle per day as detention charge.

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

12.5 The payment of above Detention charges shall be restricted to a ceiling of 10% of the Contract value.

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

13 SECURITY DEPOSIT

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

The security deposit shall not carry any interest.

13.1 Security Deposit Amount

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

13.2 Mode of Remittance of Security Deposit

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

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

INITIAL SECURITY DEPOSIT

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

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

BALANCE SECURITY DEPOSIT

13.3.3 When the total billing value exceeds Rs.50 Lakhs, then the balance Security Deposit will be recovered from the each running bills of the Contractor at the rate of 5% o as per the above Clause 12.1

13.4 Refund of Security Deposit

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

13.4.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

14 RISK PURCHASE

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

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

15 BILLS & PAYMENT

15.1 Time of Submission

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

15.2 Mode of Payment

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

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

16 INSURANCE

16.1 Transit Insurance

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

- 16.1.1 The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended upto date.
- 16.1.2 Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 16.1.3 The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

16.2 Damage / Loss

- 16.2.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or CCC/LOGISTICS within a week of delivery and the transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or CCC/LOGISTICS as applicable).
- 16.2.2 On receipt of this information, BHEL Trichy (Shipping / CCC) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping / CCC so that further action will follow.
- 16.2.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Shipping / CCC shall process the bills accordingly.

16.3 Open Delivery

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

16.4 Accidents

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

17 LASHING AND SECURING

- 17.1.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 17.1.2 The transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 17.1.3 The lashing of the consignment is to be carried out by the Transporter with 16 mm steel wire rope minimum at 4 locations. Chain Slings should not be used for lashing purpose. To avoid rubbing on the metal surface suitable rubber pad / packing shall be given between rope and the job

18 LOADING AND UNLOADING.

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

19 GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-

19.1 GC / LR / LWB

- 19.1.1 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 19.1.2 The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, will take appropriate action.
- 19.1.3 Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
- 19.1.4 The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C.Note
- 19.1.5 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.
- 19.1.6 The Carrier should feed systematic information viz.,GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will stop further loads.
- 19.1.7 The carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the transport carrier and view the above as the violation of the Contract.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

19.2 EXCISE INVOICE

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

20 DESPATCH & ENROUTE DOCUMENTS

20.1 Despatch Documents

- 20.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from CCC/LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- 20.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- 20.1.3 The transport carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, SM/CCC/LOGISTICS by the transport carrier concerned.
- 20.1.4 Wherever FORM 31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.
- 20.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

20.2 Enroute Documents

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

Date : _____ Signature of the Tenderer with seal
Place: _____ (Authorized Signatory)

21 VEHICLE, CREW, MAINTANENCE AND STATUTOTORY REQUIREMENTS.

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

22 OWNERSHIP OF VEHICLES

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

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

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

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

23 ROUTE AND DISTANCE

23.1 ROUTE

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

23.2 DISTANCE

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

24 VEHICLE MONITORING

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

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

25 EMS, SECURITY AND SAFETY REGULATION

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

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

26 CONFLICT OF INTEREST

The Carriers under this Contract should agree for freight to be paid by BHEL/Customer at the approved rates and conditions irrespective of the schedules where he is enlisted or not.

In case of movement of consignment by BHEL on Customer To-Pay basis through BHEL approved carrier/Customer, the transport carrier should not enter into separate Contract with the Customer/Vendor. In such cases any violation is brought to the notice of BHEL/Tiruchy-14, the same will be viewed seriously, leading to immediate suspension of the Contract with the transport carriers concerned without any notice and eventually termination of the Contract as per agreement.

When a transport Contractor enters into a separate Contract for transportation of BHEL material with any BHEL Units or the customer of BHEL for a lower rate of respective category of Contract rate schedule with BHEL/Trichy in respect of BHEL Tiruchi complex consignments the same lower rate is accountable and applicable to BHEL Tiruchi complex. BHEL will avail the discounted rate from the date of operation of the Contract with any party anywhere in India with respect to the relevant rate schedule.

27 PERFORMANCE MONITORING AND EVALUATION

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

27.1.1 Performance Evaluation of the Carriers will be based on the following Factors

27.1.1.1 Placement of Vehicles in time

27.1.1.2 Number of vehicle placed

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 27.1.1.3 Delivery in time
- 27.1.1.4 Delivery with out damage or loss
- 27.1.1.5 Volume of business, weight, freight value of consignment transported.
- 27.1.1.6 Communication and Service
- 27.1.1.7 Rising to the Occasion
- 27.1.1.8 Proper Documentation
- 27.1.1.9 Monitoring and feedback
- 27.1.1.10 Transhipments enroute
- 27.1.1.11 Performance feedback from Site / Vendors / BHEL Units / Customers / Users

A system will be introduced on line, and data captured through Computer and same will be the basis for evaluation. Detailed system with criterion of performance will be indicated to the successful Tenderers separately

28 INDEMNITY:

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

29 ARBITRATION

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

30 JURISDICTION

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Tiruchirappally, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 28.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

31 RIGHTS

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

32 RESPONSIBILITY OF THE TRANSPORTERS

- 32.1 The Transporter is to satisfy himself regarding the condition of the Hydraulic Axles, their road worthiness, certification of fitness, from the Statutory Authorities and other such details, not specifically mentioned herein.
- 32.2 The Transporters should know the Route for this Tender, through which the subject consignment has to be transported, so that safety of the consignment can be ensured, prior to submission of Offer for transportation, is the sole responsibility of the Transporter.
- 32.3 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles
- 32.4 Obtaining permission for transportation of the subject consignment (of weight, specified in the Tender), from all Statutory Authorities like State Governments, Central Government, RTOs, NHAI, Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, PWDs, Forests, Irrigation, Police or any other Authority, specifically not mentioned herein, required for speedy and safe transportation of the consignment, is the sole responsibility of the Transporter.
- 32.5 Finalization of the States of India and Routes within the States, through which the subject consignment, is to be transported, or adoption of alternate methods / procedures / routes, to ensure safe transportation of the consignment, will be at the sole discretion of the Transporter.
- 32.6 BHEL shall not be responsible for and shall remain absolved of any complication, hardship, hindrance, financial or any other implications, not specifically brought out herein, in respect of any of the above clauses and as such shall not entertain any discussions /arguments /excuses / correspondence, in this regard.
- 32.7 The Transporter has to clearly understand that once the offer is submitted and order is placed, for movement of the subject consignments, failure to place the required no. of Axles and move the Consignment, will be construed as non-compliance, on the part of the Transporter and BHEL will be free to resort to remedies, as deemed fit, including transportation of the consignment, through other means, at the risk of the Transporter, forfeiture of EMD etc.

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

GENERAL TERMS &
CONDITIONS OF
THE CONTRACT



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltry.co.in

Fax : 0431 – 2520212

Website :

www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

HYDRAULIC AXLES RATE CONTRACT 2012-14

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1 GENERAL TERMS:-

1.1 Definitions

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

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

Date:

Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2 GENERAL CONDITIONS :-

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

2.1 Work to be carried out:-

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

2.2 Deviations:-

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

2.3 Octroi And Other Duties:-

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

2.4 Plant and Equipment:-

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

2.5 Assignment Of Transfer Of Contract:-

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

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

2.6 Compliance to regulations and by-laws :-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.7 Security deposit:-

The security deposit shall not carry any interest.

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

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

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

2.8 Refund of security deposit:-

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

2.9 Orders Under The Contract:-

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

2.10 Contractor's Supervision:-

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

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

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

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.11 Labour:-

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

2.12 Precautions against Risk:-

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

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

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

2.14 Laws Governing The Contract:-

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

2.15 Cancellation Of Contract For Corrupt Acts:-

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

If the Contractor shall :-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.16 Cancellation Of Contract For Insolvency Assignment Of Transfer Or Sub-Letting Of Contract:-

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

If the Contractor,

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

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

OR

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

OR

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

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

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.17 Cancellation Of Contract In Part Of Full For Contracator's Default:

If the Contractor :

- 2.17.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/CCC/Logistics, or his authorised representative ;
- 2.17.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- 2.17.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/CCC/Logistics, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Sr.Manager/CCC/Logistics or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/CCC/Logistics, whose decision shall be final and conclusive.

2.18 Termination Of Contract On Death Of Contractor. :-

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

2.19 Special Power To Termination:-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.20 Submission of Bills By Contractor:-

- 2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CCC/Logistics., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:
- 2.20.2 Deviation from the items provided in the contract documents.
- 2.20.3 Extra items / new items of work.
- 2.20.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

2.21 Payment Of Bills:-

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

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

2.22 Recovery From Contractor:-

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

2.23 Post Technical Audit Of Work And Bills:-

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

2.24 Force Majeure Clause:-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.25 Signing Of Contract:-

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

2.26 Statutory Requirements:

- 2.26.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 2.26.2
- 2.26.3 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2.26.4
- 2.26.5 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.26.6 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.26.7
- 2.26.8 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

2.27 Registers & Records:-

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

2.28 Remote Transactions:-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.29 Change In Constitution Of Firm:-

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

2.30 Lien Of Consignments:-

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

2.31 Employer Interests:-

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

SAFETY
CONDITIONS



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltry.co.in

Fax : 0431 – 2520212

Website :

www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

HYDRAULIC AXLE RATE CONTRACT - 2012-2014

SAFETY CONDITIONS

1 General

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

2. Handling of Vehicles inside BHEL Trichy

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

3. Shipping

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

OPERATIONAL
CONTROL
PROCEDURES



HYDRAULIC AXLES RATE CONTRACT 2012-14

OPERATIONAL CONTROL PROCEDURE

 40, 70 & 80-938	OCCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
		DATE	22.1.02
OCP:BMM:014	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

- 1.0 Purpose : To ensure safety in transporting materials through Lorry Trailer, etc., including **OVER DIMENSIONAL/WEIGHT CONSIGNMENT**
- 2.0 Scope : Transportation of Heavy consignments from Anywhere to Anywhere.
- 3.0 Responsibility : DY. Manager/Stores/CCC.
- 4.0 Performance criteria: Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6
Central Motor Vehicles Act and Rules
All India Transport Contract given by BHEL.
Record of Hazard and Risk
- 6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid licence as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter’s vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Stores/CCC/FB

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-VIII

HYDRAULIC AXLES RATE CONTRACT 2012-14

TECHNO COMMERCIAL BID



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltry.co.in

Fax : 0431 – 2520212

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

HYDRAULIC AXLES RATE CONTRACT 2012-14

TECHNO-COMMERCIAL BID

The following informations are required for communication for Tender finalization

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

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

PAN Number: -----

Date:

Place:

Signature of the Tenderer with seal

(Authorized Signatory)

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

ELIGIBILITY / SELECTION CRITERIA

Note:

- (a) **The Carriers who had got technically qualified in our Tender No. LOG/CCC/11-12/5032E dt: 25.06.2012 vide NIT_12153 for Hydraulic Axle Rate Contract 2012-14, need not fill the table provided in the Techno Commercial Bid and need not submit the supporting documents. However the total number of axles, implements & prime movers owned by the Bidder to be indicated. Also an undertaking to be given by the Bidder, in the technical bid, to the effect that, as to how many axles, prime movers and implements are dedicated by them exclusively for BHEL's use against this Tender.**
- (b) **However the existing Rate Contract Carriers need to affix their authorised signature with official seal in all the pages of the Tender Documents, in token of their acceptance.**
- (c) **The bidders who have been technically qualified in the above mentioned earlier Tender & not been awarded Contract, need to submit EMD along with Tender as per this Tender conditions.**
- (d) **Also such existing Rate Contract Carriers need to give a declaration vide Proforma-III stating that they comply with / confirm that the technical qualification criteria and other supportive documents already submitted by them against BHEL's earlier Tender No. LOG/CCC/11-12/5032E dt: 25.06.2012 vide NIT_12153 are valid for this fresh tender LOG/CCC/12-14/5052E also.**

1 EARNEST MONEY DEPOSIT (EMD)

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

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) as above

2 ESTABLISHMENT OF THE TRANSPORT CARRIER

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

3 MANDATORY BRANCH OFFICE :

- 3.1.1 **Definition of the Branch** : An Office with Land line phone / Cell Phone, person to be contacted and available all the time.
- 3.1.2 Bidder must have the branch at either **Trichy or Chennai or Bangalore** with e-mail facility. If Email facility is not available, the Transporter to whom the Contract is awarded shall provide the same immediately within 2 weeks from the date of award of Contract / LOI (Letter of Intent) failing which the Contract shall be suspended.
- 3.1.3 Documentary proof (Registration Documents / Lease agreement / latest Telephone Bill Receipt/ EB Bill Receipt etc) shall be enclosed.
- 3.1.4 **Also if Bidders declared that they will open the branch office as per the Tender conditions, within 30 days from the date of issue of LOI, can also be considered for further evaluation, if they become successful in this Tender, technically & commercially and LOI can be awarded. In such case if they do not open the Branch Office within 30 days from the date of issue of LOI, the LOI will be cancelled automatically and they will be eliminated from the RC without any further notice.**
- 3.1.5 Surprise checks will be carried out for verification of the office premises.

4 FLEET OWNERSHIP:

- 4.1.1 The Tenderer should own a Minimum number of Vehicles as given below (Ownership either in the name of the Company or in the name of Partners/Directors) and all confirming to the relevant provisions of MV Act.
- Prime Mover / Puller : 2 Nos
 - Hydraulic Axles: 15 Nos.
- 4.1.2 Apart from meeting the minimum technical qualification, as per Tender, total number of axles, implements & prime movers available with them, an undertaking to be given by the Carrier, in the technical bid, to the effect that, as to how many axles, prime movers and implements are dedicated by them exclusively for BHEL's use.
- 4.1.3 **List Vehicles** with Registration Nos. and type of Vehicles is to be furnished along with Photostat copies of R.C Books duly attested by Notary Public. Also the copies of currently valid fitness certificate & road permit of the Prime Movers & Axles quoted shall be enclosed along with the copies of RC Book.
- 4.1.4 Original RC Books **will be verified by BHEL.** The Originals shall be submitted within **one week** from the date of opening the technical bid for verification and return. Non submission with in stipulated period ie., within one week is liable for rejection of the offer.
- 4.1.5 However, if the bidders are not able to produce the original RC Books of the Prime Movers & Axles quoted in the Tender due to the transit of the vehicles, the Bidders may show the Original RC Books of some other Prime Movers & Axles owned by them, along with Notarized copies of RC Books, Fitness certificate & Road Permit.
- 4.1.6 In case overseas Vendors participate in this open Tender and Bid, they should necessarily have an office at either Trichy or Chennai or Bangalore to transact business with BHEL on a day to day basis. This is one of the qualification criteria for foreign Vendors inter alia other conditions.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

5 IBA RECOMMENDATION:

- 5.1.1 The Tenderer should have an **IBA** recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the Contract. Copy of currently valid IBA Certificate shall be enclosed duly attested by Notary
- 5.1.2 In case identical rates are quoted by more than one bidder, the selection of required number of transporters will be on the basis of seniority of registration with IBA.
- 5.1.3 The original IBA Certification shall be submitted within **one week** from the date of opening the techno commercial bid for verification and return. Non submission within stipulated period i.e., within one week is liable for rejection of the offer.

6 GAZETTE NOTIFICATION

- 6.1.1 The bidder's name should figure on the Gazette published by the Ministry of Shipping, Road Transport & Highways (Department of Road Transport and Highways)
- 6.1.2 The copy of relevant documents shall be submitted by the bidder.

7 FINANCIAL SOUNDNESS

7.1 BALANCE SHEET

Balance Sheet for the Years 2009-10, 2010-11 & 2011-12 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

7.2 PROFIT LOSS ACCOUNT

Profit & Loss Account for the Years 2009-10, 2010-11 & 2011-12 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

7.3 AUDITOR'S REPORT

Balance Sheet & Profit & Loss Account should accompany with the Auditor's Report duly given by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

8 INCOME TAX:

Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for **the assessment Years 2009-10, 2010-11, & 2011-12** duly attested by Notary.

8.1 PAN CARD:

Copy of PAN Card shall be submitted

9 BANKER'S CERTIFICATE:

Banker's certificate (Original) regarding current financial position of the Company for the financial year 2009-2011 shall be submitted as per **Proforma-I**

10 EXPERIENCE

- 10.1.1 The Tenderers shall submit documentary proof for having experience in the field of transportation of consignments through Hydraulic Axles. **Transportation through HYDRAULIC AXLES should be clearly mentioned in the proof. If not indicated in the proof, it cannot be taken as experience certificate and their offer cannot be evaluated.**

Date:

Signature of the Tenderer with seal

Place:

(Authorized Signatory)

11 INTEGRITY PACT

- 11.1.1 The Integrity Pact attached with the tender is an integral part of tender terms & conditions. The Integrity Pact should be duly filled in, signed by authorized Signatory in all pages with due witness and affixed with official seal and sent along with the Techno-Commercial bid.
- 11.1.2 The offers of the Tenderers who have not furnished the above Integrity Pact duly signed by them will not be considered as technically qualified and hence their offer will be rejected and not processed further. Integrity Pact is one of the qualifying / eligibility criteria of the tender.

12 FOR OVERSEAS VENDORS

- 12.1.1 Further it may be noted that, in case of award of Contact to any foreign Vendor, it will be on their Indian Office only and the vehicles to be deployed them for despatches shall be of Indian Registration only. All the operation of the Hydraulic Axle movement shall be as per Motor Vehicle Act of India only.
- 12.1.2 In case of overseas Vendors, the business information report incorporating the rating of the Company by the International Credit Rating Agencies viz., DUNS number of M/s.DUN & Bradstreet (D&B) along with the technical bid.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

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

SL	Particulars	Compliance status
1	EMD	DD No. & Date: Bank & Branch:
2	Status of the Company	Please Tick (√) in the appropriate box
2.1	Public Limited Company	<input type="checkbox"/>
2.2	Private Limited Company	<input type="checkbox"/>
2.3	Partnership firm	<input type="checkbox"/>
3.4	Single ownership	<input type="checkbox"/>
2.5	Others (Specify)	<input type="checkbox"/>
2.6	Type of Proof Enclosed (Memorandum of Articles of the Company , Power of Attorney, Partnership Deed, demerger document as applicable etc ..)	
2.7	Registration No.	Reference Number : Date :
3	Availability of Branch office at	<input type="checkbox"/> Trichy or <input type="checkbox"/> Chennai or <input type="checkbox"/> Bangalore Proof <input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
4	Fleet Ownership	
4.1	Prime Mover / Puller	01. Reg No & Date Make: Capacity: 02. Reg No & Date Make: Capacity:
4.2	Hydraulic Axles	01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date 05. Reg No & Date 06. Reg No & Date 07. Reg No & Date 08. Reg No & Date 09. Reg No & Date 10. Reg No & Date 11. Reg No & Date 12. Reg No & Date 13. Reg No & Date 14. Reg No & Date 15. Reg No & Date

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

SL	Particulars	Compliance status	
4.3	Total Number of Vehicles owned by the Bidder	Axles.....Nos. Prime Movers..... Nos. Spacers.....Nos. Other implements.....Nos.	
4.4	Total Number of Vehicles that can be dedicated exclusively for BHEL's use	Axles.....Nos. Prime Movers..... Nos. Spacers.....Nos. Other implements.....Nos.	
5	IBA approval	IBA Number : Valid upto :	
6	Gazette Notification	Ref No: Date:	
7	Financial Soundness		
7.1	Balance Sheet	Year	Please Tick (√) in the appropriate box
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7.2	Profit & Loss Account	Year	
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7.3	Copy of Income Tax proof having submitted the returns for Assessment year	Year	
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7.4	Auditor's Report		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	Income Tax PAN No. (PAN Card copy shall be enclosed)		
9	Banker's certificate regarding financial position of the Company (Original)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
10	Documentary proof for having experience in the field of transportation of consignments though Hydraulic Axles.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
11	Integrity Pact	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
12	Total number of Axles (row of axles) & prime movers owned	Axles :..... row of axles Prime Movers: Nos.	
13	Total number of Axles (row of axles) & prime movers which can be dedicated for BHEL	Axles :..... row of axles Prime Movers: Nos.	

NOTE

01. All the Xerox copies enclosed shall be attested by a Notary Public. The bidder shall sign on all the copies of technical bid and affix his seal

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

1. Information for Communication (Page 55)
2. Statement for bid evaluation on eligibility criteria (Page 60 & 61)
3. Checklist (Page 61)

UNDER TAKING

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

- (i) **We have fully understood the technical requirements of the tender and the type of vehicles to be deployed for transportation against the various rate schedules and have quoted accordingly**
- (ii) **We shall abide by the terms and conditions of Tender Notice Ref. No.LOG/CCC/12-14/5052E dt: 11.01.2013**
- (iii) **We have not been suspended or black listed by any BHEL Unit**
- (iv) **All the documents including Notarized RC Book copies and submitted by us against this Tender are genuine documents only. At any point of time if found otherwise by BHEL, we accept all the actions viz., legal, contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit by BHEL.**

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

(Proforma for Banker's Certificate on Bank Letter Head)

M/s.

.....
(NAME OF THE TRANSPORTER WITH ADDRESS)

(a limited company / private company / partnership / proprietorship) is currently maintaining a current account in our bank since The Transactions of the firm in the years 2010 to 2012 has been found satisfactory and their financial position is sound.

Date

SIGNATURE WITH SEAL OF THE BANK

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

SL No.	Particulars	Tick (<input type="checkbox"/>) for confirmation of document enclosures	Page Nos. where documents are attached.
1	EMD		
2	Proof for Status of the Company Enclosed (Memorandum of Articles of the Company , Power of Attorney, Partnership Deed, demerger document as applicable etc .,)		
3	Proof of availability of Branch office either at Trichy or Chennai or Bangalore		
4	Copy of RC Books along with currently valid FC & Road Permit.		
4.1	Prime Movers / Pullers		
4.2	Hydraulic Axles		
5	IBA approval		
6	Gazette Notification		
7	Financial Soundness		
7.1	Balance Sheet		
7.2	Profit & Loss Account		
7.3	Auditor's Report		
8	Income Tax proof having submitted the returns		
8.1	Copy of PAN Card		
9	Banker's certificate regarding financial position of the Company (Original)		
10	Document proof for experience		
11	Integrity Pact		
12	Declaration in Bidder's Letterhead		

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

We, M/s.

.....
(NAME OF THE TRANSPORTER WITH ADDRESS)

(a limited company / private company / partnership / proprietorship) have participated in the BHEL Tender No. LOG/CCC/11-12/5032E dt: 25.06.2012 vide NIT_12153 for Hydraulic Axle Rate Contract 2012-14 and got technically qualified.

Also we comply with / confirm that the technical qualification criteria and other supportive documents already submitted by us against your earlier Tender No. LOG/CCC/11-12/5032E dt: 25.06.2012 vide NIT_12153 are valid for this fresh tender also. In addition to this we also fully comply with / accept all the terms / conditions and other points included in this fresh Tender No. LOG/CCC/12-14/5052E dt: 11.01.2013 and we have signed each page of this Tender & submitted as a token of our acceptance Also we have indicated the total number of axles, implements & prime movers owned by us and also indicated the number of axles, prime movers and implements, which we are prepared to dedicate exclusively for BHEL's use, against this Tender / Contract.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

DECLARATION BY
TRANSPORT
CARRIER

HYDRAULIC AXLES RATE CONTRACT 2012-14

DECLARATION

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

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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

HYDRAULIC AXLES RATE CONTRACT 2012-14

PRICE BID

SPECIAL INSTRUCTIONS

01. Rates shall be quoted for the basic consignment dimensions of **Width 3.50 Meters X Height 3.00 Meters. Length of the consignments will vary form 0-24.5 Meters.** The number of axles to be placed can be decided by the Transporter based on weight of the consignment & passing weight of the Axles as per RC. Hence to accommodate the length, suitable spacers & other implements can be provided by the Transporter complying MV Act & other statutory requirements.
02. Any dimension of an **Individual Single Piece** exceeding the basic dimensions, infringement charges will be paid as given below:-

Width :	Beyond 3.5 Meters & up to 5.5 Meters	: Every 0.25 Meters or part thereof - 4 % of basic freight
Height :	Beyond 3 Meters & up to 4.5 Meters	: Every 0.25 Meters or part thereof - 2.5 % of basic freight

Length Infringement is not applicable.
03. **Detention Charges, Penalty Charges, Diesel Price Variation Clause etc.,** will apply as per Special Conditions of the Contract
04. The bidder need to quote all the Applications i.e. Application A, B & C. Each application has 9 rate schedules (3 weight Slabs X 3 Distance Slabs). Also within a particular application, the Bidder need to quote for all the rate schedules. (i.e. all distance slabs & weight slabs). This means partial quoting within an application is not acceptable and hence will be rejected.
05. In the first distance slab of “upto 1000 KMs”, the minimum chargeable distance would be 200KMs. In other words even if the distance is less than 200KMs, freight will be paid for 200KMs in this slab.
06. 10% extra charges on the basic freight for Hill Stations in North Eastern Region & up Simla

Date:

Place:

Signature of the Tenderer with seal
(Authorized Signatory)

APPLICATION-A – BHEL TRICHY OUTBOUND & INBOUND

SCOPE OF WORK: Transportation of Single Indivisible Consignments weighing more than 31MTs (In case of length of consignment more than 15 meters) / More than 33MTs (in case of length of consignment up to 15 meters) and up to 99MTs, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from BHEL Trichy to Anywhere in India & Vice Versa**

SL	Basic Dimensions : Width : Up to 3.5 Mtrs and Height: Up to 3 Mtrs.	Distance Slab	Sch. No	Rate per KM per MT (Excluding Service Tax & Octroi Charges)
1	Rate per KM per MT for transportation of consignments weighing more than 31MTs & up to 55MTs (In case of length of consignment more than 15 meters) / More than 33MTs and up to 55MTs (in case of length of consignment up to 15 meters)	Up to 1000KMs	HA111	Rs...../- Rupees.....only
		1001 - 2000KMs	HA121	Rs...../- Rupees.....only
		Above 2000KMs	HA131	Rs...../- Rupees.....only
2	Rate per KM per MT for transportation of consignments weighing more than 55MTs and up to 80MTs	Up to 1000KMs	HA211	Rs...../- Rupees.....only
		1001 - 2000KMs	HA221	Rs...../- Rupees.....only
		Above 2000KMs	HA231	Rs...../- Rupees.....only
3	Rate per KM per MT for transportation of consignments weighing more than 80MTs and up to 99MTs	Up to 1000KMs	HA311	Rs...../- Rupees.....only
		1001 - 2000KMs	HA321	Rs...../- Rupees.....only
		Above 2000KMs	HA331	Rs...../- Rupees.....only

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

APPLICATION-B – HARBOUR & CFSs TO BHEL TRICHY & VICE VERSA

SCOPE OF WORK: Transportation of Single Indivisible Consignments weighing more than 31MTs (In case of length of consignment more than 15 meters) / More than 33MTs (in case of length of consignment up to 15 meters) and up to 99MTs, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from Harbour and CFSs of Chennai, Karaikal & Tuticorin to BHEL Trichy & to any place in India & Vice Versa**

Sl	Basic Dimensions : Width : Up to 3.5 Mtrs and Height: Up to 3 Mtrs.	Distance Slab	No	Rate per KM per MT(Excluding Service Tax & Octroi Charges)
1	Rate per KM per MT for transportation of consignments weighing more than 31MTs & up to 55MTs (In case of length of consignment more than 15 meters) / More than 33MTs and up to 55MTs (in case of length of consignment up to 15 meters)	Up to 1000KMs	HB 111	Rs...../- Rupees.....only
		1001 - 2000KMs	HB 121	Rs...../- Rupees.....only
		Above 2000KMs	HB 131	Rs...../- Rupees.....only
2	Rate per KM per MT for transportation of consignments weighing more than 55MTs and up to 80MTs	Up to 1000KMs	HB 211	Rs...../- Rupees.....only
		1001 - 2000KMs	HB 221	Rs...../- Rupees.....only
		Above 2000KMs	HB 231	Rs...../- Rupees.....only
3	Rate per KM per MT for transportation of consignments weighing more than 80MTs and up to 99MTs	Up to 1000KMs	HB311	Rs...../- Rupees.....only
		1001 - 2000KMs	HB321	Rs...../- Rupees.....only
		Above 2000KMs	HB331	Rs...../- Rupees.....only

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

APPLICATION-C – ANYWHERE TO ANYWHERE

SCOPE OF WORK: Transportation of Single Indivisible Consignments weighing more than 31MTs (In case of length of consignment more than 15 meters) / More than 33MTs (in case of length of consignment up to 15 meters) and up to 99MTs, by Road, using Hydraulic Axles with suitable prime Movers and required spacers / and other implements **from Anywhere to Anywhere in India** (Other than the scope covered in the Application A & B)

Sl	Basic Dimensions : Width : Up to 3.5 Mtrs and Height: Up to 3 Mtrs.	Distance Slab	No	Rate per KM per MT(Excluding Service Tax & Octroi Charges)
1	Rate per KM per MT for transportation of consignments weighing more than 31MTs & up to 55MTs (In case of length of consignment more than 15 meters) / More than 33MTs and up to 55MTs (in case of length of consignment up to 15 meters)	Up to 1000KMs	HC111	Rs...../- Rupees.....only
		1001 - 2000KMs	HC121	Rs...../- Rupees.....only
		Above 2000KMs	HC131	Rs...../- Rupees.....only
2	Rate per KM per MT for transportation of consignments weighing more than 55MTs and up to 80MTs	Up to 1000KMs	HC211	Rs...../- Rupees.....only
		1001 - 2000KMs	HC221	Rs...../- Rupees.....only
		Above 2000KMs	HC231	Rs...../- Rupees.....only
3	Rate per KM per MT for transportation of consignments weighing more than 80MTs and up to 99MTs	Up to 1000KMs	HC311	Rs...../- Rupees.....only
		1001 - 2000KMs	HC321	Rs...../- Rupees.....only
		Above 2000KMs	HC331	Rs...../- Rupees.....only

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)