

**BHEL:BAP:RANIPET
MATERIALS MANAGEMENT
STORES / LOGISTICS**

BHEL: BAP:SL
Dt. 06.06.2009

NOTICE INVITING TENDER

Offers are invited from Transport Carriers for undertaking the work of Collection, Transportation and Handing over of Raw materials/ Components / Fasteners from BHEL Stores, Ranipet to various Sub contractor's works in and around BHEL, RANIPET and Collection, Transportation and Handing over of Finished/ Semi finished goods from Sub Contractor's works to BHEL, Ranipet.

Contract Period : One Year

Contract Value : Rs. 1.73 Crores (approx.)

The Tender Documents consisting of General Terms & Conditions, Techno & Commercial Bid, Price Bid and Special conditions of the Contract can be downloaded from website www.bhel.com. A demand draft for Rs. 500 (Rupees Five Hundred only) drawn in favour of BHEL, Ranipet payable at State Bank Of India (Code : 7013) Mukundarayapuram Branch is to be enclosed for Tender Documents if downloaded.

Alternatively the Tender Documents can be received from Manager/Stores-Logistics, BHEL / Ranipet Pincode, 632 406 in person by submission of Demand Draft for Rs.500/-. The Demand Draft shall be drawn in favour of Bharat Heavy Electricals Limited, Ranipet payable at State Bank of India (Code : 7013) Mukundarayapuram Branch. This Tender Document charges can be paid by cash at Cash Office, BHEL, Ranipet. **Tender Documents will not be sent by Post.**

The tender documents will be issued **till 16.00 Hrs. on 27.06.2009** and the last date of submission of the tender is **14.00Hrs. of 29.06.2009**. The tenders will be opened at **14.30 Hrs. on 29 .06.2009**.

Yours faithfully
For and on behalf of BHEL

Manager / Stores - Logistics

**BHEL: BAP: RANIPET
STORES – LOGISTICS**

TENDER CONDITIONS

Sealed Tenders are hereby invited from reputed Transport Carriers for undertaking the work of Collection, Transportation and Handing over of Raw materials/ Components / Fasteners from BHEL Stores, Ranipet to various Sub contractors' works and Collection, Transportation and Handing over of Finished/ Semi finished goods from various Subcontractors' works to BHEL, Ranipet.

The tenderers are advised to go through the Tender Conditions, Special Conditions of Contracts, General Conditions, Safety Conditions and Work/Rate Schedules enclosed carefully before submitting their quotations. The tenderers may contact Manager / Stores - Logistics for any doubt/clarifications required in this regard.

1. PROCEDURE TO SUBMIT OFFERS/TENDERS:

The tender consists of two-part bid system.

Part A – Techno Commercial Bid and

Part B – Price Bid.

2. TECHNO COMMERCIAL BID (PART A):

The Techno Commercial Bid (Part A) contains the Earnest Money Deposit (EMD) and information related to Experience, Number of Vehicles owned / leased by the Carrier, Proof of ownership (RC Book copies), Financial Status, Vehicle Status (Permit, Insurance, Road Tax, FC), Branch Office Details etc (Annexure II).

3. The Tenderer should fill in the details in Annexure-II and submit relevant copies of documents mentioned there of. This Annexure-II forms part of Techno Commercial bid and should be submitted along with Techno-Commercial bid Part-A. The Techno Commercial Bid along with full set of Tender documents should be put in a separate sealed cover.

4. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD) for **Rs: 2,00,000/- (Rupees Two Lakhs only)** drawn in favour of Bharat Heavy Electricals Limited, Ranipet payable at State Bank of India (Code : 7013) Mukundarayapuram Branch shall be submitted along with the Techno Commercial bid in a separate sealed cover super scribing both the covers the Tender number and as Part-A TECHNO COMMERCIAL BID. **TECHNO COMMERCIAL BIDS SUBMITTED WITHOUT EMD WILL BE REJECTED.**

5. PRICE BID (PART B):

The Price Bid (Part B) contains Rate schedule. The Price Bid duly filled in the enclosed Format should be put in a separate sealed cover super scribing the Tender number and as Part B - PRICE BID. All the required documents shall be filed in the same serial as per the format / column of the "PRICE BID". All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in "PRICE BID" in the boxes provided.

6. TENDERER EXPERIENCE:

The Tenderer should have minimum One year experience preferably in Southern States in the Transportation field of operation (Documentary evidence to be submitted).

7. REQUIREMENT OF VEHICLES:

(i). The Transport Carrier should have the following minimum No. of vehicles in good running condition owned by them/leased in their name.

Trailer – 1 No.

Tractor trailers – 2Nos.

Lorries – 2 Nos.

LCV – 3 Nos.

Auto - 1No.

(ii). However, out of the above number of vehicles, the Transport Carrier should have totally minimum 4 Vehicles in any two combinations of Tractor trailer, Trailer, Lorry & LCV in their name(e.g., 2 trailer+2 lorry or 2 lorry+2 LCV or 2LCV+2 Auto)

(iii). The Transporter has to attach Xerox copies of RC Books, Insurance Policies, Road Tax details, Pollution Control Certificates, etc of the vehicles of current validity duly attested by Notary Public at the time of submission of the tender. For leased vehicles, copy of lease deed duly attested by Notary Public to be enclosed.

8. APPROXIMATE QUANTUM OF LOAD FOR VEHICLES & TOTAL TONNAGE TO BE MOVED:

Vehicle wise Tonnage to be moved Per Year (comprising issues of Materials and collection of Finished / Semi Finished Components)

a. Lorry	: 12000 MT
b. Trailer	: 5800 MT
c. Tractor Trailer	: 16000 MT
d. LCV	: 9600 MT
e. Load Auto	: 2600 MT
Total	: 46000 MT

9. BRANCH OFFICE AT RANIPET:

The Tenderer should have Branch office within the radius of 10KMs from BHEL, Ranipet with Landline Telephone, Cell phone and E-mail facility and should post a permanent residence representative at Ranipet to co-ordinate the day to day affairs with BHEL / Ranipet. If not, this should be ensured before awarding the Contract.

10. PROFIT LOSS A/C, BALANCE SHEETS, IT RETURNS:

Tenderer should enclose Profit –Loss A/c and audited Balance Sheets and IT Returns for the last 3years.

11. SERVICE TAX REGISTRATION:

The tenderer should be a Service Tax Registration holder and furnish the documentary proof of the same.

12. PROCEDURE, DATE OF SUBMISSION & VENUE:

The tenderer should put all the three sealed covers, containing Techno Commercial Bid, EMD and Price Bids in a single strong cover, seal it and affix seal on the cover and address the same to Manager/Stores-Logistics, Bharat Heavy Electricals Limited, Ranipet – 632 406, duly super scribing Tender Number, due date and time of opening.

The completed tenders shall reach **MAIN STORES / BHEL / RANIPET** on or before **14.00Hrs on .06.2009**. 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 will be rejected.

- 13. DATE OF TENDER OPENING AND VENUE:**
The Techno Commercial bid will be opened at MAIN STORES, BHEL, Ranipet on the same day i.e. on 29-06-2009 at 2.30PM in the presence of the Tenders or their Authorised Representatives who may choose to witness. The Price bids of technically accepted tenderers alone will be opened at MAIN STORES, BHEL, Ranipet on 03-07-2009 at 2.30PM in the presence of tenderers who may choose to be present at that time. One day advance intimation will be given to technically acceptable tenderers.
- 14.** All the entries in tender documents shall be clearly written in ink or typed. All the corrections/cancellations/insertions, if any, shall be duly attested by the Tenderers concerned.
- 15.** The rates shall be quoted only in the schedule attached, both in words and figures. Where there is a difference between the words and figures, amounts indicated in words shall be taken as correct.
- 16.** The Tenderer 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 & PRICE BIDS) before submitting their tenders.
- 17.** While quoting their rates, the Tenderers are advised to take into account of the likely expenditure, taxes what so ever, etc., which are incidental for transit and in deploying the vehicles during the operation of Transport Contract for ONE Year. The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 18. VALIDITY OF OFFERS:**
The rates quoted shall be **valid for 120 days from the date of Tender opening**. Withdrawal of Tender or increasing the rates during this validity period shall entail forfeiture of EMD paid.
- 19. AWARDING OF CONTRACT:**
The successful Tenderer whose tender is accepted for awarding the contract shall enter into a contract at his cost on a Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The tenderer shall also inform all their branches, the terms and Conditions of this contract under intimation to BHEL, Ranipet 632 406 to ensure strict compliance with the provisions of the contract.
- 20.** Canvassing in any form, in connection with the Tender is strictly prohibited and such tenders will be rejected.
- 21.** All information furnished is taken to be authentic by the tenderer for evaluation of tender priorities. Should any information found to be incorrect subsequently, at any time the tender/ contract shall be rejected/ terminated and the EMD / SD shall be forfeited.
- 22. EMD/SD BY THE TENDERER WILL BE FORFEITED:**
IF:- (a). After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (b). The Tenderer does not commence the work within the period as per LOI / contract and increase of non-performance of the contract (c). The tenderer fails to place the vehicle either for dispatch of consignments or for collection of materials for 3 times within a month.
- 23. PARTNERSHIP FIRM:**
In case the Tenderer 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. A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender. Unregistered Partnership Firms will not be considered.

24. 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 tenderer concerned.
25. BHEL reserves the right to accept/reject, any/all tenders in part or full without assigning any reason, whatsoever. General conditions of the contract, scope of work and special conditions are also form part of this tender.
26. BHEL's communication/contact point will be the local office at Ranipet. Transporters who have been suspended or blacklisted by any BHEL unit will not be allowed to participate in the tender and the tenderer should declare voluntarily the same in the tender.
27. 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 during the contract period.
28. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and supplier's capability in terms of delivery and quality.
29. Lowest prices received against BHEL tenders need not be technically / commercially acceptable one and in that case BHEL reserves the right to reject the offer.
30. BHEL reserves the right to negotiate or refloat the tender opened if L1 Price is not the lowest acceptable to them interalia other reasons.
31. BHEL reserves the right to negotiate the LI Rate.
32. **MAX NO. OF TRANSPORT CARRIERS REQUIRED:**
BHEL requires **TWO Transport Carriers** for execution of this Contract.
33. **METHOD OF SHORT LISTING OF CARRIERS:**
The Transport Carriers who are technically qualified will be short listed to meet the above Contract requirement by means of **weighted average method** based on the quantum to be transported (indicated in rate schedule-vehicle wise & distance range wise) and the rates quoted and will be selected in seriatim.
34. BHEL expects the tenderers to quote for all the schedules including all distance slabs. Splitting of the contract is at the discretion of BHEL provided the L1 rates are accepted by any other qualified tenderer.
35. BHEL reserves the right to negotiate or refloat the tender opened if L1 Price is not the lowest acceptable price to them interalia other reasons. The L1 rates (or negotiated L1 rates) will be given as counter offer to the tenderers i.e., L2 onwards for fulfilling the requirement of TWO Transport Carriers.

Manager / Stores- Logistics

I /We agree for all the above Terms and Conditions.

Signature & Seal of Tenderer

DETAILS OF VEHICLE (TRAILER)

(TO BE SUBMITTED IN A SEPARATE A4 SHEET FOR EACH VEHICLE)

Type of Vehicle		:	Trailer	
01.	Vehicle Registration No	:	.....
02.	Name of The Regd. Owner	:	.....
03.	Full Address	:	.....
04.	Date of Registration	:	.....
05.	Registering Authority	:	.....
06.	Class of Vehicle	:	.....
07.	Maker's Name	:	.....
08.	Month/Year of Manufacture	:	.....
09.	Engine Number	:	.....
10.	Chassis Number	:	.....
11.	Trailer's Chassis Number	:	.....
12.	Horse Power of Prime-Mover	:	.....
13.	Dimension of Trailer	:	Length	:
			Width	:
14.	Capacity of Trailer (as Registered)	:	a. Unladen Weight	:
			b. Gross Weight	:
15.	Number, Description and Size of Tyres	:	a. Front Axle	:
			b. Rear Axle	:
			c. Any Other Axle	:
			d. Tandem Axle	:
16.	Regd.Axle Weight	:	a. Front Axle	:
			b. Rear Axle	:
			c. Any Other Axle	:
			d. Tandem Axle	:
17.	Fitness Certificate (F.C) Validity	:	.....
18.	Road Tax Token Validity	:	.....
19.	Insurance Validity	:	.....
20.	Authorisation for National Permit with current validity	:	.....
21.	State(s) for which Permit is given	:	.....

Note : 1).In support of this data, R.C Book in Original or RTO Certified copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for Verification by BHEL at the time of submission of application. 2). Xerox copy of R.C Book , Road Tax receipt, Authorisation / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application.

(Authorised Signatory with seal)

DETAILS OF VEHICLE (TRACTOR TRAILER)
(TO BE SUBMITTED IN A SEPARATE A4 SHEET FOR EACH VEHICLE)

Type of Vehicle	:	Tractor Trailer
01. Vehicle Registration No	:	.....
02. Name of The Regd. Owner	:	.....
03. Full Address	:	.....
04. Date of Registration	:	.....
05. Registering Authority	:	.....
06. Class of Vehicle	:	.....
07. Maker's Name	:	.....
08. Month/Year of Manufacture	:	.....
09. Engine Number	:	.....
10. Chassis Number	:	.....
11. Tractor Trailer's Chassis Number	:	.....
12. Horse Power Of Prime-Mover	:	.....
13. Dimension of Tractor Trailer	:	Length : Width :
14. Capacity of Tractor Trailer (as Registered)	:	a. Unladen Weight : b. Gross Weight :
15. Number, Description and Size of Tyres	:	a. Front Axle : b. Rear Axle : c. Any Other Axle : d. Tandem Axle :
16. Regd.Axle Weight	:	a. Front Axle : b. Rear Axle : c. Any Other Axle : d. Tandem Axle :
17. Fitness Certificate (F.C) Validity	:	.....
18. Road Tax Token Validity	:	.....
19. Insurance Validity	:	.....
20. Authorisation for National Permit with current validity	:	.....
21. State(s) for which Permit is given	:	.....

Note : 1). In support of this data, R.C Book in Original or RTO Certified copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for Verification by BHEL at the time of submission of application. 2).Xerox copy of R.C Book , Road Tax receipt, Authorisation / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application.

(Authorised Signatory with seal)

DETAILS OF VEHICLE (LORRY)

(TO BE SUBMITTED IN A SEPARATE A4 SHEET FOR EACH VEHICLE)

Type of Vehicle	:	Lorry
01. Vehicle Registration No	:
02. Name of The Regd. Owner	:
03. Full Address	:
04. Date of Registration	:
05. Registering Authority	:
06. Detailed Description Of Vehicle	:
07. Class of Vehicle	:
08. Maker's Name	:
09. Month/Year of Manufacture	:
10. Engine Number	:
11. Chassis Number	:
12. Unladen Weight	:
13. Horse Power	:
14. Gross Vehicle Weight	:
i. As Certified By The Manufacturer	:
ii. As Registered	:
15. Fitness Certificate (F.C) Validity	:
16. Road Tax Token Validity	:
17. Insurance Validity	:
18. Authorisation For National Permit With Current Validity	:
19. State(s) For Which Permit Is Given	:

Note : 1). In support of this data, R.C Book in Original or RTO Certified copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for Verification by BHEL at the time of submission of application. 2).Xerox copy of R.C Book , Road Tax receipt, Authorisation / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application

(Authorised Signatory with seal)

DETAILS OF VEHICLE (LCV)

(TO BE SUBMITTED IN A SEPARATE A4 SHEET FOR EACH VEHICLE)

Type of Vehicle	:	LCV
01. Vehicle Registration No	:	.....
02. Name of The Regd. Owner	:	.....
03. Full Address	:	.....
04. Date of Registration	:	.....
05. Registering Authority	:	.....
06. Detailed Description of Vehicle	:	.....
07. Class of Vehicle	:	.....
08. Maker's Name	:	.....
09. Month/Year of Manufacture	:	.....
10. Engine Number	:	.....
11. Chassis Number	:	.....
12. Unladen Weight	:	.....
13. Horse Power	:	.....
14. Gross Vehicle Weight	:	.....
i. As Certified By The Manufacturer	:	.....
ii. As Registered	:	.....
15. Fitness Certificate (F.C) Validity	:	.....
16. Road Tax Token Validity	:	.....
17. Insurance Validity	:	.....
18. Authorisation For National Permit With Current Validity	:	.....
19. State(s) for which permit is given	:	.....

Note : 1). In support of this data, R.C Book in Original or RTO Certified copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for Verification by BHEL at the time of submission of application. 2).Xerox copy of R.C Book , Road Tax receipt, Authorisation / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application

(Authorised Signatory with seal)

DETAILS OF VEHICLE (Load Auto)
(TO BE SUBMITTED IN A SEPARATE A4 SHEET FOR EACH VEHICLE)

Type of Vehicle	:	LOAD AUTO
01. Vehicle Registration No	:	.....
02. Name of The Regd. Owner	:	.....
03. Full Address	:	.....
04. Date of Registration	:	.....
05. Registering Authority	:	.....
06. Detailed Description of Vehicle	:	.....
07. Class of Vehicle	:	.....
08. Maker's Name	:	.....
09. Month/Year of Manufacture	:	.....
10. Engine Number	:	.....
11. Chassis Number	:	.....
12. Unladen Weight	:	.....
13. Horse Power	:	.....
14. Gross Vehicle Weight	:	.....
i. As Certified By The Manufacturer	:	.....
ii. As Registered	:	.....
15. Fitness Certificate (F.C) Validity	:	.....
16. Road Tax Token Validity	:	.....
17. Insurance Validity	:	.....
18. Authorisation For National Permit With Current Validity	:	.....
19. State(s) for which permit is given	:	.....

Note : 1). In support of this data, R.C Book in Original or RTO Certified copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for Verification by BHEL at the time of submission of application. 2).Xerox copy of R.C Book , Road Tax receipt, Authorisation / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application

(Authorised Signatory with seal)

GENERAL TERMS & CONDITIONS

1. DEFINITION

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

a).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.

b).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-In charge 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.

c).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.

d).The "Officer-In charge" means, the Officer deputed by the DGM/STORES&LOGISTICS to supervise the work or part of the work.

e). "Approved" and "Directed" means, the approval or direction of DGM / STORES & LOGISTICS, or person deputed by him for the particular purposes.

f). "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 / STORES & LOGISTICS authorised to invite tenders and enter into contract for works on behalf of the Company.

g). 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.

h).A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i).A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j).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.

2. HEADING TO THE CONTRACT CONDITIONS

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

3. 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.

4. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/STORES&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.

5. OCTROI AND OTHER DUTIES

Octroi duty, if any to be paid by the Carriers, on behalf of BHEL, will be reimbursed by BHEL on production of the Cash Receipts duly identifying BHEL Consignments.

6. 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.

7. 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.

8. SUB-CONTRACT

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

9. COMPLIANCE TO REGULATIONS AND BY-LAWS

The Contractor shall conform to the provisions of any statute relating to the work and regulations and Byelaws 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.

10. SECURITY DEPOSIT

- a). Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
- | | |
|-------------------------------------|---|
| Upto Rs.10 Lakhs | : 10% |
| Above Rs.10 lakhs up to Rs.50 Lakhs | : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs |
| Above Rs.50 Lakhs | : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs |
- The Security Deposit shall be collected before start of the Work.
- b) Security Deposit may be furnished in any one of the following forms:
- (i). Cash (as permissible under the Income Tax Act)
 - (ii). Pay Order, Demand Draft in favour of BHEL.
 - (iii). Local cheques of Scheduled Banks, subject to realization.
 - (iv). 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).
 - (v). Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - (vi). Fixed Deposit Receipts 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.
 - (vii). Security Deposit shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.
 - (viii). EMD of the successful tenderer shall be converted and adjusted against

the Security Deposit.

(ix). The security deposit shall not carry any interest.

Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. 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 at the rates mentioned above.

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 there from 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.

11. 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.

12. CONTRACTOR'S SUPERVISION

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to DGM/STORES&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 doings, either the office of the DGM/STORES&LOGISTICS or the OFFICER-INCHARGE, to receive instructions.

The DGM/STORES&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.

13. 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, there under from time to time.

14. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. 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/STORES&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.

16. LAWS GOVERNING THE CONTRACT

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

17. CANCELLATION /TERMINATION CONDITIONS

a). 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 extent as provided in the case of cancellation for default.

If the Contractor shall

i). 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

ii). 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

iii) 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.

b). 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,

i). 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

ii). 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

iii). 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 .

iv). 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 DGM / STORES & 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 / STORES & LOGISTICS, or the same shall be recovered from the Contractor by other means.

v). 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 / STORES & LOGISTICS, whose decision shall be final and conclusive.

c). CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :

If the Contractor

i). makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM / STORES & LOGISTICS or his authorised representative ;

ii). fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;

iii) on his own withdraws/request to withdraw due to inability to continue the execution of the Contract during the currency of the Contract

iv). 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 / STORES & 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 DGM / STORES & 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/STORES&LOGISTICS, whose decision shall be final and conclusive.

d). 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.

e). SPECIAL POWER TO TERMINATION

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/STORES&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.

18. SUBMISSION OF BILLS BY CONTRACTOR

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 authorized officials of BHEL separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

a). Deviation from the items provided in the contract documents.

b). Extra items / new items of work.

c). 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 up to and including the period under report.

19. PAYMENT OF BILLS

All payments to be made to the Contractor, under this contract shall be by “ NEFT ” (National Electronic Fund Transfer) / “ RT GS ” (Real Time Gross Settlement) within a reasonable time say one month after the certification of bills by the authorized officials of BHEL.

20. 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.

21. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to 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.

22. REFUND OF SECURITY DEPOSIT

The Security Deposit mentioned in condition 10 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".

23. FORCE MEJEURE 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 therefore 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 & Logistics subject to prompt notification by the contractor.

24. ARBITRATION & JURISDICTION

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/STORES&LOGISTICS, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. In case of any suit or other legal proceeding arising under or relating to this contract, the courts at Ranipet, Walajah Taluk, Vellore District, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the Arbitration as above.

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.

26. 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.

27. Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.

28. 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.

29. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

30. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

31. The Contractor should follow all the provisions of Labour Legislation and Statutory obligations. Provisions as and when amended will also apply.

**BHEL: BAP: RANIPET
STORES - LOGISTICS**

SAFETY CONDITIONS

The Factories Act, 1948

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

**BHEL: BAP: RANIPET
STORES - LOGISTICS**

**SAFETY PRECAUTIONS TO BE OBSERVED WHILE
TRANSPORTING MATERIALS**

I. VEHICLES

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.

II. MOVEMENT OF VEHICLES

1. The vehicle should not travel at more than 20 kmph within BHEL premises.
2. The driver of the vehicle must possess heavy-duty license and produce on demand by the security staff.
3. 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.
4. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be kept on the left at all places.
6. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
7. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
8. The vehicle should pass only through approved routes. Short cuts are forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. SHIPPING

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.

5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used. 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.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The loose pieces should be bundled before loading on the truck.
8. There must be red flags or red lamps for the lengthy load, which extend beyond chassis.
9. The materials should not be stacked too high to avoid hitting against live electric lines.
10. The load should not be over-hanging more than 3 feet from the end of the body.
11. While transporting the scrap, there must be wire-knitting cover to prevent falling of scrap.
12. While loading/unloading proper slinging practice should be followed.
13. 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 loading / unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangway.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

IV. OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM

OPERATIONAL CONTROL PROCEDURE

1.0. PURPOSE

To ensure safety in transporting materials through Lorry, Trailer, Tractor Trailer, LCV, Auto etc., including OVER DIMENSIONAL/WEIGHT CONSIGNMENT.

2.0. SCOPE

Transportation of Heavy consignments from BHEL to Sub contractor's works and vice versa

3.0. RESPONSIBILITY

Manager/Stores/Logistics.

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

S. NO.	ACTIVITY	RESPONSIBILITY
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33 (256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113, 114)	Transporter/Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961(Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec. 8-12)	Transporter
09	Packing as per Designer/Manufacturer/Purchaser instructions	Consignor
10	Insurance of Goods	Consignor / Consignee
11	Documentation: 1) Vehicle (2) Insurance (3) ED Invoice or relevant forms for free issue / rejection material (4) Road Permit for consignments wherever applicable (5) Lorry Way Bill etc.,	Transporter / Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping departments / Transporter
13	Checking of the goods / consignments during loading / unloading and ensuring safe dispatch / 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 and Insurance Claim	Lorry Owner/Transporter / Consignor / consignee
16	Review of accidents/damages to materials / insurance Claims	Manager / Stores / Logistics
17	Report to the Concerned for taking corrective action	Manager / Stores / Logistics

Manager / Stores - Logistics

I /We agree for compliance with all terms and conditions as given above.

Signature & Seal of Tenderer

**BHEL: BAP: RANIPET
STORES – LOGISTICS**

ANNEXURE – III

SPECIAL CONDITIONS

1. SCOPE OF WORK

Transport Carriers for undertaking the work of Collection, Transportation and Handing over of Raw materials/ Components / Fasteners from BHEL , Ranipet to various Sub contractor's works and Collection, Transportation and Handing over of Finished/ Semi finished goods from various Subcontractor's works to BHEL, Ranipet.

2. SCHEDULES:

(i). Schedule No.1: Collection, Transportation and Handing over of Raw materials/ Components / Fasteners from BHEL Stores, Ranipet to various Sub contractor's works located in and around BHEL, Ranipet within a radius of 30Kms.

a). Quantity to be moved : 19,000 MT/Annum (Approximate)

b). Approx. No. & Type of Vehicles required per day

Tractor Trailer - 6
Lorry - 2
LCV - 4
Load Auto - 4

(ii). Schedule No.2: Collection, Transportation and Handing over of Finished/ Semi Finished goods from various Subcontractor's works located in and around BHEL, Ranipet within a radius of 30Kms to BHEL, Ranipet.

a). Quantity to be moved: 15,700 MT / Annum (Approximate)

b). Approx. No. & Type of Vehicles required per day

Tractor Trailer - 1
Lorry - 4
LCV - 5
Load Auto - 2

(iii). Schedule No. 3: Collection, Transportation and Handing over of Raw materials / Components / Fasteners from BHEL,, Ranipet to various Sub contractors' works located in the following distance slabs:

a). Quantity to be moved: 6,000 MT / Annum (Approximate)

b). Distance Slabs : Above 31&up to100 KMs, Above 100 & up to200 KMs, Above 200 & up to 350 KMs & Above 350 & up to 450 KMs.

c). Approx. No. & Type of Vehicles required per day

Trailer – 1
LCV - 1

(iv). **Schedule No.4:** Collection, Transportation and Handing over of Finished/ Semi finished goods from various Subcontractors works located in the following distance slabs to BHEL, Ranipet..

a). **Quantity to be moved: 5,300 MT / Annum (Approximate)**

b). **Above 31&up to100 KMs, Above 100 & up to200 KMs, Above 200 & up to 350 KMs & Above 350 & up to 450 KMs.**

c). **Approx. No. & Type of Vehicles required per day**

Trailer – 1

Lorry - 2

LCV - 2

3. RATE, DUTIES, TAXES & OTHER EXPENSES:

a). RATES:

The rates quoted shall be FIRM except for variation of Diesel Price as given below :

3% of the weighted average increase/decrease over the current ruling price of HSD Oil at Ranipet will be added /deducted from the contract rate per MT per KM during the currency of contract.

Weighted Average price of Diesel during the previous period of 3months will be applicable for the next 3months to determine Rates of Various Schedules.

e.g. Period from 01.05.2008 to 31.07.2008 (3months)

01.05.2008 to 15.05.2008 → 15 days Rs. X1

16.05.2008 to 25.05.2008 → 10 days Rs. X2

26.05.2008 to 05.06.2008 → 11 days Rs. X3

06.06.2008 to 30.06.2008 → 25 days Rs. X4

01.07.2008 to 31.07.2008 → 31 days Rs. X5

92 days

Price of Diesel for the period from 01.08.2008 to 31.10.2008 will be :

$$\frac{(15 \times X1) + (10 \times X2) + (11 \times X3) + (25 \times X4) + (31 \times X5)}{92}$$

92

b) The agreed rates are inclusive of all Charges like Hamali Charges, Statistical charges, Goods Tax, Toll Charges, Collection Charges etc.,

c). OCTROI DUTY:

Octroi duty if any is to be paid by the Carriers on behalf of BHEL which will be reimbursed by BHEL on submission of the Cash Receipt duly identifying BHEL Consignments. Any other on the way expenses other than 'Octroi' charges shall be to the Carrier's account. The carrier shall take care of all formalities / clearances from various authorities like **RAILWAYS, POSTS & TELEGRAPHS, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST DEPT. IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES** etc. for speedy transportation.

d). OVER DIMENSIONAL CONSIGNMENT (ODC) CHARGES:

Penalty levied by Regional Transport Authority of State Governments (on account of over sizes only) will be reimbursed subject to submission of original receipt issued by RTA duly mentioning the Trailer No. and date of payment and also on submission of the declaration by the transporter in the applicable proforma.

4. CONSIGNMENT SIZES / WEIGHT & INFRINGEMENT CLAUSE :

i). Consignment sizes/Weight :

General: All the vehicles are allowed to load up to maximum authorized load only as per RC book.

a). LORRIES:

Max. Carrying capacity: 9000 Kgs. and Measuring : Length 6.00M X Width 2.00 M X Height 2.00M

Minimum chargeable weight for Lorry load is 7MT. Above 7MT, the rates will be paid proportionately extra.

Infringement on Dimension :

Any increase in individual component dimension such as Length & Height of the consignment from L-6.0M & H-2.0M will be paid proportionally extra.

Where the consignment do not occupy Full Volume or the consignment weighing less than 7 MTs., Full lorry load payment will be effected only if it is certified by the concerned BHEL officials of the issuing/receiving department not below the rank of DGM. While issuing such certificate, consignments of other sizes (lower / Higher Size / Weight) will also be loaded to utilize the full capacity subject to availability.

Where the consignment occupies Full Volume but the consignment weighing less than 7 MTs. Full lorry load payment will be effected only if it is certified by the concerned BHEL officials not below the rank of Deputy Manager.

b). TRAILERS:

Max. Carrying capacity : 20,000 Kgs. and Measuring : Length 13.50M X Width 2.5 0 M X Height 3.00M

Minimum chargeable weight for Trailer is 15MT. Above 15MT and up to 20 MT, the rates will be paid proportionately extra.

Infringement on Dimension:

Any increase in dimension such as LengthxWidthxHeight of the consignment from L:13.5M xW:2.5M x H:3.0M will be paid proportionately extra on the basic rates.

Trailer placed should be of suitable capacity and type with adequate bed length to the satisfaction of the indenting officer to ensure safe transportation of the consignment.

c). TRACTOR TRAILER:

Max. Carrying capacity: 12,000 Kgs. and Measuring : Length 7.00M X Width 2.50 M X Height 2.00M.

Minimum chargeable weight for Tractor Trailer is 7 MT. Above 7 MT the rates will be paid proportionately extra.

Any increase in dimension such as Length x Width x Height of the consignment from L - 7.00 M x W - 2.50 M x H- 2.0 M will be paid proportionately extra on the basic rates.

d). LIGHT COMMERCIAL VEHICLE(LCV):

Max. Carrying capacity : 3,500 Kgs.

Minimum chargeable weight for LCV is 3.5 MT. Above 3.5 MT the rates will be paid proportionately extra.

e). LOAD AUTO:

Max. Carrying capacity : 650 Kgs.

Minimum chargeable weight for Load Auto is 650 Kgs. Above 650 Kgs. the rates will be paid proportionately extra.

5. INFRINGEMENT CLAUSE:

Infringement clause is applicable for both dimensions and weight simultaneously for finished components only. No infringement will be applicable for Raw Material movement.

6. TRANSIT TIME:

- a). BHEL attaches very great importance to the correct and prompt delivery of the consignments in time and hence delivery should be effected without any delay.
- b). For Sub Contractors located in and around BHEL, the materials are to be delivered on the same day. For Sub Contractors located beyond 31 and up to 100 Kms. the delivery time allowed will be 1day and beyond 100 Kms.it will be 2days.
- c). The above logic will be applicable for delivering finished / semi finished goods also.
- d). In cases where the materials could not be handed over within the above specified time due to reasons beyond their control, it may be delivered latest by the next day for which condonation is to be obtained from concerned BHEL Officials not below the rank of Dy. Manager. For delays beyond this a penalty of Rs. 300 per vehicle per occasion will be levied for delayed delivery.

7. DETENTION CHARGES:

All efforts will be made by BHEL/Sub Contracting Firm to load/unload materials without any delay. In cases where there is any delay during loading/unloading at BHEL/Sub Contractor's works no detention charge will be paid for any delay.

8. MOVEMENT OF VEHICLES BY ALTERNATE VEHICLE :

- a). Materials which are to be carried by Trailer,
 - i). if carried by Lorry, only Lorry freight will be paid
 - ii). if carried by Tractor Trailer, only Tractor Trailer Freight will be paid.
- b). Materials which are to be carried by Lorry,
 - i). if carried by Trailer, only Lorry freight will be paid
 - ii). if carried by Tractor Trailer, only Lorry Freight will be paid.
- c). Materials which are to be carried by Tractor Trailer,
 - i). if carried by Lorry, only Lorry freight will be paid
 - ii). if carried by Trailer, only Tractor Trailer Freight will be paid.

9. MANPOWER:

The contractor shall arrange sufficient manpower such as driver, helper for each vehicle and representative to receive the materials and get acknowledgement from Firms, etc.

10. MULTIPLE COLLECTION/DELIVERY :

The Transport Carrier should hand over materials / components from BHEL to more than one point in single trip. The Transport Carrier may require to deliver components at more than one location at BHEL, Ranipet Complex also. (i.e. Multi point collection/delivery).

11. PENALTY FOR NON-PLACEMENT OF VEHICLE:

As and when demanded by BHEL, Vehicles will have to be placed by the Carriers. If they do not place the vehicle within 24Hrs., a penalty of Rs. 300 per vehicle per occasion for non placement of vehicles will be levied.

In case of breakdowns or failures, the contractor should be in a position to arrange alternative vehicle of same make and capacity for timely relief, otherwise recovery will be made on actual of alternative arrangement cost of BHEL.

12. RISK PURCHASE CLAUSE:

In addition to penalty for non placement of Vehicle in specified time, the materials will be moved through alternative sources without notice or ultimatum and the difference in rate will be recovered from the bills of the carrier who failed to place the vehicle.

13. LOADING & UNLOADING:

- a) Loading materials at BHEL & Unloading Finished / Semi finished Components at BHEL – BHEL’s Scope at free of cost. Unloading of Materials and loading Finished /Semi finished Goods at Sub Contractor’s works - Sub Contracting Firm’s Scope at Firm’s cost.
- b) The Transport Contract representative should accompany each vehicle to take care of loading the materials on the vehicle suitably at BHEL Stores and ensure Unloading the same at Vendor ‘s works. It is the responsibility of the Transport Contractor to ensure safe delivery of correct quantity at Sub-Contractor’s works.
- c) During loading at Stores BHEL Security will witness the loading and will accompany the vehicle up to Gate.

14. COLLECTION OF DOCUMENTS

- a). The Transport Carrier/their authorized representative has to collect the Excise challan cum Gate Pass along with materials in turn to handover to the sub-contractor/s.
- b). For outstation loads, the Transporter has to ensure collection for each load whatever documents like JJ Forms, LWB, Excise Challan cum Gate Pass etc. to carry along with vehicle and this should be ensured before departure of load from starting point to comply the statutory requirements/verification by check post, RTO etc.

15. ACKNOWLEDGEMENT FOR DELIVERY OF MATERIALS:

- a). It is the responsibility of the Transport Contractor’s authorized representative to obtain acknowledgement in the Excise challan cum Gate Pass signed by the Sub-contracting Firm’s Authorized Signatory Sub Contractor/s for having handed over the materials in good condition and submit to Stores within 48 Hours of material taken out from BHEL premises. For any damage / shortage in delivered material, suitable recovery to be made from Transporter’s Bills.
- b). He should also sign on the Delivery Challan (DC) of the Sub-Contracting Firm from whom he collects the finished/semi-finished component for acknowledging the receipt of the components.

16. VEHICLES REPORTING TIME:

Vehicles are to report daily at 08.30Hrs. at Stores. Delivery/ Collection to be effected as per Schedules released by Stores daily.

17. SIGNING OF BHEL GATE PASS & DELIVERY CHALLAN:

The Transport Contractor’s authorized representative has to sign in the appropriate column in the BHEL Gate Pass for having received the material from BHEL.

18. MATERIAL IDENTIFICATION:

- i) In Raw Material Stores the Material Code, Size, Specification, the Sub Contracting Firm’s name, MIV Nos. , etc will be stenciled on the materials by paint for easy identification.
- ii) In sub delivery stores, firm wise collection for combined ward will be made through plastic container. Firm name will be painted on the container for identity. Similar system will be adopted for fasteners stores also. Separate material identity tag /Sticker (indicating Firm’s name, material code, quantity) will be pasted on each firm’s material / Stenciling by Paint the above details on the material for easy identity.
- iii) Security witness will be done on the spot during collection of these materials.
- iv) The Transport Contractor has to ensure proper stenciling of details like Work Order, Quantity, Weight, Etc., in each Component by the Sub Contractor as per BHEL Quality Plan for easy identification before receiving the components. For Components brought without proper identification, the DC could not be controlled by Shipping.

19. MAINTENANCE OF TRIP SHEETS BY CONTRACTOR:

The contractor is responsible for taking and handing over the materials both at BHEL and at our Sub-contractor's premises with the help of his personnel. To this effect, the contractor must undertake an agreement with BHEL in writing that they are responsible for safe delivery of the materials in correct quantity and good conditions. The contractor should also keep records of what they are taking and handing over by maintaining trip sheets in 3 copies. This is important as the contractor should submit their bills with all the details of materials that have been moved on this basis.

20. STATE GOVERNMENT PENALTY:

The contractor is responsible for any penalty levied by State Government. All costs relating to the ownership of the vehicles should be borne by the contractor.

21. COMMUNICATION WITH DRIVER:

The driver of the vehicle should have cell phone for easy communication and to know the status of delivery then and there.

22. REGULATIONS OF MOTOR VEHICLE ACT:

BHEL reserves its right to refuse to engage any vehicle even after arrival at the factory if the driver and the vehicle do not confirm to any of the regulations of MV act.

23. BANK GUARANTEE:

Transporter has to submit suitable Bank Guarantee for the average value of materials/ components transported per load / vehicle wise before awarding the contract.

24. DAMAGE OR LOSS TO THE VEHICLES / MATERIALS:

The company will not be in any way responsible for any injury or whatsoever nature, loss of life or any other loss during the course of such work entrusted to the contractor. Also the company is not responsible for any damage or loss to the vehicles or materials.

25. INSURANCE FOR THE MATERIALS:

Suitable insurance coverage has to be arranged by the Transporter for the materials they collect against damages/loss due to accident, theft, fire, any other natural calamities, etc .

26. Lashing and securing the consignments for transportation will be the responsibility of the Contractor. All the safety precautions required in transportation such as providing of Red Flags, lights, pilot, escort, etc may be required is the responsibility of the Carriers and should be ensured. The necessary support required for supporting overhanging portion are to be done by the carrier. Any other supporting materials provided by BHEL are to be returned otherwise the cost of the same will be deducted from the Carrier's Bills.

27. While accepting the consignments for transportation to States other than Tamilnadu, the carriers should ensure that all necessary documents for check posts are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carrier's responsibility.

28. 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, entry tax, compound tax etc., are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

29. The carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans/statutory forms with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

30. The contractors shall provide necessary vehicles of suitable size and quality for the transportation of consignments, such as Components, Raw-materials etc., The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable) etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles.

31. The Vehicles shall have valid permits for carrying the load and necessary road permits from the concerned authorities en route shall be obtained by the contractor. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving Licence shall be produced for verification.

32. BHEL prefer their consignments, being carried in the Contractors' own vehicles. In case if any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior permission from concerned competent authority of BHEL Ranipet. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedies to proceed against the Contractor.

33. The consignments entrusted to the Carriers shall be handled, transported and delivered carefully. For any loss or damage to the consignment, the carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserve the right to take appropriate action against the carrier including termination of the contract.

34. Security, Safety and Environmental Management Systems (EMS) regulations of BHEL should be observed while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.

35. Any damage to BHEL materials/equipments/installations/property/Employee or to a third party in BHEL premises due to rough or faulty handling by the contractor's men/vehicles will have to be made good by the contractor.

36. A full time Representative should be posted at RANIPET for liaison with BHEL to receive instructions, furnish delivery position and to attend other duties relating to this contract on day to day basis. For any information **ONLY RANIPET BRANCH** will be contacted.

37. The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time. If this is violated, the contract will be terminated without any notice. In the absence of the contractor, the contractor should depute an able and literate supervisor for proper supervision and for receiving instruction, etc.,

38. When a transport contractor enters into a separate contract with any BHEL Units or the customer of BHEL Ranipet for a lower rate of respective category of contract rate schedule with BHEL / Ranipet the lower rate is accountable against BHEL consignments also. BHEL reserves the right to 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.

39. The Quantum of work indicated in the contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

40. PARALLEL CONTRACT :

The company reserves the right to enter into a parallel contract for the same work for the same period or for any period with one or more firms or any grounds whatsoever without assigning any reasons.

41. FREIGHT BILLS & PAYMENT

The contractor shall submit his bills once in a month with details of trip sheets. Acknowledged documents from the sub contractor along with trip sheets should be submitted twice a week. Bills submitted without acknowledgement of delivery will not be processed.

42. 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.

43. LOSS OR DAMAGE TO BHEL PROPERTY:

The contractor shall indemnify and compensate the BHEL for any loss or damage to the property of BHEL occurring due to contractor/his workmen/representatives negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the security deposit by the contractor or from the freight bills or any sum due to him by BHEL.

44. ANY OTHER TAX OR DUES LEVIABLE:

Any other tax or dues leviable under any law or rules shall be paid by contractor.

45. BHEL SECURITY RULES :

The contractor shall abide by the BHEL security rules and also provide/observe such safety requirements as per the Factories Act.

46. EXTENSION OF THE CONTRACT:

If required the contract may be extended with the same terms and conditions for further period on mutual consent.

47. PARTNERSHIP FIRM:

In case the Tenderer 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 is authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm. A copy of the Partnership Deed and /or a copy of the Power of Attorney attested by a Notary Public shall accompany the tender. 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 tenderer concerned.

48. START OF WORK:

The successful tenderer shall be able to start work immediately on receipt of intimation of a award of work as per contract, failing which the EMD paid by the contractor stands forfeited..

49. MAINTAINING DRIVERS & MINIMUM WAGES:

The transport carrier should maintain/provide/arrange good drivers. The carrier is responsible for all statutory requirements such as minimum wages act etc.

50. USE OF VEHICLE IN BHEL:

BHEL reserves the right to use the vehicle any where in BHEL if need arises for which the applicable rates will be paid.

51. GENERAL AND SPECIAL CONDITIONS:

The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions shall prevail. The Tender Notice containing various instructions and condition shall form a part of the contract.

SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS

BHEL: BAP: RANIPET
STORES – LOGISTICS

PART-B- PRICE BID-RATE SCHEDULE

(1). SCHEDULE NO. 1:

Collection, Transportation and **Handing over of Raw materials/ Components / Fasteners** from BHEL Stores, Ranipet to various Sub contractor's works (MSA-LDPP) and Components / Fasteners of MSA MAIN only in and around BHEL,RANIPET within a radius of 30Kms.

Sl. No.	Type of vehicle	Quantity in MT(appx.)	RATE /30KM in Rs
1	Tractor trailer	14400	Rs. in Figures _____
			Rs. in Words _____
2	Lorry	2700	Rs. in Figures _____
			Rs. in Words _____
3	LCV	900	Rs. in Figures _____
			Rs. in Words _____
4	Auto	1000	Rs. in Figures _____
			Rs. in Words _____

(2). SCHEDULE NO. 2:

Collection, Transportation and **Handing over of Finished/semi-finished Components** from various Sub contractor's works (MSA-LDPP) in and around BHEL,Ranipet within a radius of 30 KM to BHEL,RANIPET.

Sl. No.	Type of vehicle	Quantity in MT(Appx.)	RATE /30KM in Rs
1	Tractor trailer	1500	Rs. in Figures _____
			Rs. in Words _____
2	Lorry	6300	Rs. in Figures _____
			Rs. in Words _____
3	LCV	6300	Rs. in Figures _____
			Rs. in Words _____
4	Auto	1600	Rs. in Figures _____
			Rs. in Words _____

(3). SCHEDULE NO. 3:

Collection, Transportation and Handing over of Raw materials / Components / Fasteners from BHEL Stores, Ranipet to various Sub contractors' works (MSA-LDPP) and Components / Fasteners of MSA MAIN only located in the following distance slabs.

Sl. No.	Type of Vehicle	Distance Slabs							
		Quantity in MT(Appx.)	Above 31 & up to 100 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 100 & up to 200 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 200 & up to 350 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 350 & up to 450 KM Rate/KM in Rs.
1	Trailer	400	Rs. in Figures _____	3400	Rs. in Figures _____	810	Rs. in Figures _____	130	Rs. in Figures _____
			Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____
2	Lorry	100	Rs. in Figures _____	650	Rs. in Figures _____	160	Rs. in Figures _____	30	Rs. in Figures _____
			Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____
3	LCV	30	Rs. in Figures _____	220	Rs. in Figures _____	60	Rs. in Figures _____	10	Rs. in Figures _____
			Rs. in Words _____		Rs. in Words _____		Rs. in Words _____		Rs. in Words _____

(4). SCHEDULE NO. 4:

Collection, Transportation and Handing over of Finished/semi finished components from various Sub contractors' works (MSA-LDPP) located in the following distance slabs to BHEL,Ranipet.

Sl. No.	Type of Vehicle	Distance Slabs							
		Quantity in MT(Appx.)	Above 31 & up to 100 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 100 & up to 200 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 200 & up to 350 KMs Rate/KM in Rs.	Quantity in MT(Appx.)	Above 350 & up to 450 KM Rate/KM in Rs.
1	Trailer	130	Rs. in Figures _____	650	Rs. in Figures _____	160	Rs. in Figures _____	130	Rs. in Figures _____
			Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____
2	Lorry	260	Rs. in Figures _____	1280	Rs. in Figures _____	320	Rs. in Figures _____	260	Rs. in Figures _____
			Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____		Rs. in Words _____ _____
3	LCV	260	Rs. in Figures _____	1280	Rs. in Figures _____	320	Rs. in Figures _____	250	Rs. in Figures _____
			Rs. in Words _____		Rs. in Words _____		Rs. in Words _____		Rs. in Words _____