



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

**CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS**

Tender No: LOG/CCC/14-15/4014E Dt.18.04.2014

**NOTICE INVITING TENDER (NIT)**

**FOR**

**COLLECTION, STORAGE, TRANSPORTATION AND SAFE  
DELIVERY OF CONSIGNMENTS THROUGH**

**SPEED CARGO MOVEMENT ON  
RATE CONTRACT (2014-2015) BASIS**

Sealed Tenders are hereby invited from experienced, resourceful, financially sound, reputed Speed Cargo Transport Carriers having network of branches and fleet of vehicles of their own for Speedy Transportation of consignments within southern states of India i.e within Tamil Nadu, Kerala, Karnataka, Pondicherry & Andhra Pradesh, by road, engaging suitable vehicles.

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

The bidders may contact:

Shipping Officer / CCC / Logistics (0431-2571539, 0431-2571519)

M/s. Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014

Email: [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in) ---- for any clarification required in this regard.

The tender comprises the following documents:-

- |  |   |                                   |
|--|---|-----------------------------------|
| (1) This Covering letter of NIT                | - | LOG/CCC/14-15/4014E Dt.18.04.2014 |
| (2) Techno Commercial Bid                      |   |                                   |
| (a) Special Instructions                       | - | Annexure - I                      |
| (b) Special Conditions of the Contract         | - | Annexure - II                     |
| (c) General Terms & Conditions of the Contract | - | Annexure - III                    |
| (d) Safety Conditions                          | - | Annexure - IV                     |
| (e) Operational Control Procedures (OCP)       | - | Annexure - V                      |
| (f) Techno Commercial Bid - format             | - | Annexure - VI                     |
| (3) Price Bid                                  |   |                                   |
| (a) Price Bid - format                         | - | Annexure - VII                    |

Date :

Place:

Signature of the Tenderer with seal

(Authorized Signatory)

Page 1 of 45

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

**Earnest Money Deposit (EMD) is waived for this Tender. Hence the Bidders need not submit any EMD against this Tender. Wherever EMD Clause / details are indicated, the same may be ignored & is not applicable for this Tender.**

This is only request for submission of an Offer and not Contract.

for Bharat Heavy Electricals Ltd.

( Jagannadha Rao A V )  
SDGM / CCC / Logistics  
Stores Admin. Block,  
Bldg. No. 61, Near East Gate  
High Pressure Boiler Plant  
Tiruverumbur, Trichy, TN  
PIN : 620 014

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

Page 2 of 45

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**SPECIAL**  
**INSTRUCTIONS**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

### SPECIAL INSTRUCTIONS

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

#### 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 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 : Special Conditions of the Contract
- 1.2.1.3 Annexure-III : General Terms & Conditions of Contract
- 1.2.1.4 Annexure-IV : Safety Conditions
- 1.2.1.5 Annexure-V : Operational Control Procedures
- 1.2.1.6 Annexure-VI : Techno Commercial Bid in the proforma duly furnished all the details & documents asked

1.2.2 The photo 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 "Techno Commercial Bid". **All the pages shall be serially numbered on the right hand side top corner.**

1.2.4 All the above documents shall be submitted in a common sealed cover super scribing name of the bidder and "Speed Cargo Rate Contract 2014-2015", "TECHNO COMMERCIAL BID", Ref. Tender No. LOG/CCC/14-15/4014E Dt.18.04.2014.

1.2.5 Offers without relevant documents are liable to be rejected.

#### 1.3 Price Bid

1.3.1 The price bids for shall be submitted in a separate sealed covers super scribing the cover "Speed Cargo Rate Contract 2014-2014" "PRICE BID FOR TENDER NO. LOG/CCC/14-15/4014E Dt.18.04.2014.

#### 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 SDGM / CCC / Logistics, Bldg.No.61, Stores Admin. Block, Near East Gate, M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, duly super scribing Tender No., due date and time of opening.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 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 13.05.2014**. 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, 1<sup>st</sup> Floor, Stores Admin Block. (Near East Gate) , in BHEL, Tiruchirapalli on the same day i.e., on **13.05.2014 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 on the above due date. The date of Piece Bid opening will be indicated to the technically qualified bidders separately. Only the price bids of the Technically Qualified Vendors 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.
- 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 There are 3 (three) Applications in the Tender and each applications has 4 (four) Rate schedules
- 3.1.2 **The Bidders need to quote for all the applications & all the rate schedules within the applications. This means partial quoting is not acceptable and hence will be rejected even after paper price bid opening.**

### 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, Bidders 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 Bidder 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 BHEL reserves right to take severe action under Contractual obligations including legal action against those Bidders.

### 3.3 Participation

- 3.3.1 **The Bidders who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy or 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

#### **4 VALIDITY OF OFFERS:**

The rates quoted shall be valid for acceptance for a minimum period of 90 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. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/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 authorized 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 METHOD OF EVALUATION OF PRICES**

##### **6.1 Priority / Ranking**

- 6.1.1 **The sum (total) of basic rates** exclusive of Service tax will be the basis for deciding tender priority (Ranking). **ie. Sum of 12 Rate Schedules**
- 6.1.2 In case of tie in the above ranking, the selection of L1 transporter will be on the basis of the date of their offer. In case more than one Vendor submitted offer on the same date, then the time of receipt of offer, as evidenced by the official date & time seal of CCC/Logistics will be the basis for deriving the ranking accordingly.

#### **7 QUANTITY, RATE FINALIZATION & DISTRIBUTION OF LOAD**

##### **7.1 Tender quantity & Notional Contract Value**

- 7.1.1 Since this is a rate Contract, there is no fixed tender quantity. However the notional Contract value of **Rs.15/- Lakhs (Rupees Fifteen Lakhs)** has been arrived. BHEL will split the notional value among 2 (two) Bidders and place Contracts accordingly (refer Clause 7.3 below)

##### **7.2 Rate Finalization**

- 7.2.1 Lowest prices received against BHEL tenders need not be the acceptable to BHEL and in that case BHEL will not consider the same for award of Contract.
- 7.2.2 BHEL will finalize the rates through price bid opening. Hence tenderers are requested to give their best prices at the first instant itself.
- 7.2.3 BHEL would negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### 7.3 Load Distribution

- 7.3.1 **L1 bidder will be given one demand (call for lifting load) more in each turn.  
Example.**

Day	Requirement	No of Demand	Vendoer
1	1 Load	1 Demand	L1
2	2 Load	1 Demand	L1
		1 Demand	L2
3	4 Load	2 Demand	L1
		1 Demand	L2
		1 Demand	L1

**This cycle will be followed in the same way. If L1 vendor is not lifting a consignment within the stipulated time and the same will be given to L2.**

- 7.3.2 BHEL also would load on first- come- first- served basis, in case of non response from L1 Bidder within the time frame (24 Hrs from the demand) given to meet the transportation requirement of BHEL.

### 7.4 Counter Offering

- 7.4.1 **BHEL would counter the L1 rates / negotiated and accepted L1 Rates to other Vendors in the order of their overall ranking till another one Vendor accepts Counter offer for award of Contract ( Totally 2 Venders will be awarded).**
- 7.4.2 The Bidders are to essentially accept counter offer for all the applications and all the rate schedules (weight slabs) within the Category. If not done then they will not be considered.
- 7.4.3 In case any Bidder is not accepting the counter offer in totality and accept only partial rate schedules, then those Bidders will not be considered by BHEL against this Tender and their offers will be rejected totally.
- 7.4.4 BHEL will proceed only with those transporters who have accepted counter offer of BHEL in totality for all rate schedules / applications.
- 7.4.5 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 EMD/SD BY THE BIDDER WILL BE FORFEITED, IF :-

### 8.1 EMD:-

- 8.1.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- 8.1.2 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.

### 8.2 SECURITY DEPOSIT

- 8.2.1 In case of an Award of a Contract and if the Transport Carrier fails to perform, the Security Deposit will not be refunded/Bank Guarantee encashed.
- 8.2.2 Security deposit shall not be refunded to the contractor except in accordance with the terms of the Contract.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 9 GENERAL INSTRUCTION

### 9.1 Quoting & signing the tender

- 9.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi, in deploying the vehicles during the operation of Transport Contract for one year from the date of award of Contract.
- 9.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 9.1.3 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.
- 9.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 9.1.5 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.
- 9.1.6 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.
- 9.1.7 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.
- 9.1.8 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)
- 9.1.9 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
- 9.1.10 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.
- 9.1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 9.1.12 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
- 9.1.13 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.
- 9.1.14 The tender schedule and the tender shall be deemed to form an integral part of the Contract to be entered into for this work.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

9.1.15 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.

## **10 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.

## **11 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

(THIS AUTHORIZATION LETTER SHALL BE PRODUCED BEFORE TENDER OPENING. HENCE THIS LETTER SHOULD NOT BE ENCLOSED ALONG WITH THE TENDER)

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 TENDER No.

LOG/CCC/14-15/4014E Dt.18.04.2014

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

(Signature of the representative)

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**SPECIAL**  
**CONDITIONS OF**  
**THE CONTRACT**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

# SPECIAL CONDITIONS OF THE CONTRACT

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

## 1 SCOPE OF WORK

Collection, storage, transportation and safe delivery of materials on Speed Cargo Movement Basis. Scope covers **both Collection & Delivery of materials within Southern States of India** namely Tamil Nadu, Pondicherry, Andhra Pradesh, Kerala & Karnataka.

## 2 TENEURE OF CONTRACT

### 2.1 Tenure

2.1.1 The transport Contract is valid for 1 (ONE) Year from the date of Letter of Intent / Award of Contract by BHEL, Trichy

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

### 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 original Contract

## 3 PROCEDURE FOR LIFTING OF MATERIALS

3.1 Whenever Speed Cargo service is required, a scanned copy of **Pickup Slip** (Format enclosed at the end of Tender documents) will be sent to the Contractor through email requesting to pick-up the consignment. This pickup Slip will be duly filled & certified by the concerned officials of BHEL user agencies as per the following table:-

Weight Slab	Approving Level of end user ( not below the rank of )
1 - 200 kg	Sr. Manager
201 - 1000 kg	DGM
> 1000 kg	AGM

3.2 On whatsoever the reason, the Contractor should not lift the materials without the Pickup Slip duly furnished & signed by the authorities indicated above.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 3.3 This Pickup Slip has to be brought by the Carrier while loading the consignments and the GC/LR Number / date etc. also to be indicated in this Pickup Slip by the Contractor. If there is any difference in the details furnished in the pick-up slip to the actual consignments to be loaded, the same has to be amended suitably by the respective officials as per the above table.
- 3.4 The Contractor is requested to ensure the availability of en-route documents such as Road permit Form etc., before loading the consignments. Any delay in this regard will not be condoned on what so ever the reason.

#### **4 BILLS SUBMISSION PROCEDURE TO BE FOLLOWED BY THE CONTRACTOR FOR FREIGHT PAYMENT**

##### **4.1 Bill Submission**

- 4.1.1 Freight bill shall be submitted in triplicate (three copies)
- 4.1.2 All Inward / Outward booking of consignment to be made on "To be billed at Trichy" basis only. Bookings on "Freight payable by Customer / Supplier / Site " basis for outward consignments may be done on specific request by BHEL Officials not below the rank of MANAGER of the User Department concerned.
- 4.1.3 All bookings from outstation branches should indicate consignee's designation/ department / purchase order particulars, Ward Number, location of receiving area etc. in the docket for handing over of materials without any problem.

##### **4.2 Documents to be enclosed along with freight claim bill:**

- 4.2.1 Pick-Up Slip given by BHEL Executives as indicated above. Original copy of Pickup Slip available with the user agencies need not be enclosed with the freight bills & only the scanned copy is sufficient.
- 4.2.2 Consignee copy of docket with original acknowledgement by Stores Ward / User Dept. etc., **or** suitable Proof of Delivery (POD) with original acknowledgement in case of non-availability of Consignee Copy, with two photo copies of the same shall be enclosed along with the freight bills.
- 4.2.3 Freight bills should be submitted within a month time after delivery of consignments.

##### **4.3 Mode of Payment**

- 4.3.1 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.
- 4.3.2 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.

#### **5 LOADING AND UNLOADING**

- 5.1.1 Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency
- 5.1.2 Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 6 DELIVERY:

- 6.1.1 It is the responsibility of the Contractor to collect and deliver the consignment safely to the consignee within the committed delivery/transit time.

## 7 RATE

### 7.1 TAXES AND DUTIES

- 1.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., **excluding Service Tax & Octroi** in deploying the vehicles during the operation of Transport Contract for one year from the date of Letter of Intent. **Contractor has to pay Service tax @ 12.36% to the Service Tax Authorities. BHEL will reimburse the service tax paid by contractor on obtaining the proof of service tax payment.**

- 7.1.1 The quoted rates shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except Service Tax & Octroi, and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

### 7.2 OCTROI CHARGES:-

- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 In the cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

## 8 DOOR COLLECTION & DOOR DELIVERY CHARGES:

### 8.1 Application-A (BHEL Trichy outbound & inbound)

- 8.1.1 For the consignments booked from BHEL Trichy, Door Collection charges is not applicable. In this case, door delivery charges will be applicable.
- 8.1.2 For the consignments delivered to BHEL Trichy, Door Delivery Charges is not applicable. In this Case, door collection charges will be applicable

### 8.2 Application-B (TPPO / Chennai Harbour / Airport Outbound & inbound)

- 8.2.1 For the consignments booked from TPPO Chennai Harbour / Airport, Door Collection charges **is applicable**. In this case, door delivery charges **will not** be applicable.
- 8.2.2 For the consignments delivered to TPPO Chennai Harbour / Airport, Door Delivery charges **is applicable**. In this case, door Collection charges **will not** be applicable.

### 8.3 Application-C (Anywhere to Anywhere)

- 8.3.1 Both Door Collection and Door Delivery charges will be applicable.

**It is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## 9 TRANSIT TIME & PENALTY FOR DELAYED DELIVERY:

- 9.1.1 The actual transit Time (number of days) for transit shall be calculated at the rate of 300kms per Day for end to end transportation (i.e. from loading point/godown to unloading point direct without change of vehicle)
- 9.1.2 Actual Transit Time + 1 Day for Booking + 1 Day for Delivery shall be allowed for the transportation without penalty Charges. In case of delivery of cargo to a destination where there is no branch office available (ODA), 3 days grace time is allowed.
- 9.1.3 Anything more than the above time will be counted as DELAY and attract the penalty charges as follows:-

Sl.No.	DELAY	% of Penalty
01	One day	5%
02	Two days	10%
03	Three days	15%
04	Four days to seven days	25%
05	Above seven days	50%

- 9.1.4 The above % of penalty is imposed on the TOTAL FREIGHT CHARGES of the consignment EXCLUDING OCTROI AND SERVICE CHARGES.
- 9.1.5 If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.
- 9.1.6 No penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.
- 9.1.7 In the cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

## 10 PENALTY FOR NON LIFTING OF LOAD

- 10.1.1 As and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, in the form of letter/email or any other formal mode of communication, the Speed Cargo consignments has to be lifted by the Transporter within 24 Hrs from the date/time mentioned.
- 10.1.2 For non-lifting of load within 24Hrs from the date/time mentioned, the penalty of **Rs.100/- per demand / call / consignment** will be imposed and deducted from the bills of the Transporter who have not lifted load.

## 11 DOCUMENTATION:

- 11.1.1 It is the responsibility of the Contractor to collect all the required despatch documents such as Invoice, Sales Tax Forms, Bills, Excise Invoice, Packing List, Delivery challans, Road Permit etc., from the consignor at the time of booking the consignments.
- 11.1.2 For the inward consignments, at the time of reporting to BHEL Security Gates, the Carrier should produce the relevant Challans, Packing Lists, Gate Pass etc, to make entry in the Gates.
- 11.1.3 Like-wise for the outward consignments, while collecting the materials from BHEL Complex to other Destination Points, the carrier should collect relevant Gate Pass, Packing Lists, Invoice etc. for taking out the material.
- 11.1.4 While accepting the consignments for transportation, the Carriers should doubly ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 11.1.5 Any detention of consignment on this account will be the Carriers' responsibility.
- 11.1.6 If a consignment is detained en route by the check-post authorities and penalty, such as advance tax, compound tax etc. is imposed, such penalty will have to be borne by the Carriers. It is also the responsibility of the carrier to get the consignment released from the check post and deliver it in time.
- 11.1.7 The formalities of Excise duty gate Pass for the materials moved shall be adhered to strictly. The duplicate Transporter's copy of Excise Invoice etc., should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the Carrier.
- 11.1.8 The Road Permit collected from the consignor should be handed over to the Consignee without fail.

## **12 FORCE MAJEURE :**

- 12.1.1 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 reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY , CIVIL COMMOTION, EPIDEMICS, or ACT 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 DGM/CCC/FB subject to prompt notification by the Contractor.

## **13 INSURANCE, LOSS & DAMAGE**

- 13.1.1 At the time of booking the consignment, the Carrier should ensure that the insurance coverage is taken for the said consignment either by the Consignor or by the Consignee.
- 13.1.2 Should there be any damage or loss of materials during transportation, the Contractor shall be responsible for the same.
- 13.1.3 The Contractor will be solely responsible for any damages caused by the Contractor's vehicles /persons to the BHEL materials/properties and the persons working in the BHEL Complex.
- 13.1.4 BHEL will not be responsible for any damages to the Contractor's Vehicles/Injury to their employees/Persons while booking/ delivering the Cargo in BHEL premises.
- 13.1.5 The employees/persons of the Contractor who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.

## **14 CLAIMS:**

- 14.1.1 In case of claims the concerned delivery Branch shall issue Certificate of facts to enable the consignee to take up the matter suitably with the under-writers. In case of any in this account, then the entire claim amount will be recovered from the Carrier.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **15 TIMINGS & PROCEDURE FOR DELIVERY/COLLECTION OF CONSIGNMENTS AT BHEL:**

- 15.1.1 The vehicle should report to BHEL Premises in between 08.30 AM to 11.30 AM in the MORNING and 1.30 PM and 3.00 PM in the AFTERNOON for delivery of the consignments pertaining to BHEL. In the event of any failure to place the truck as required, suitable action will be taken against the Contractor, including penalty for such failures.
- 15.1.2 BHEL Security regulations shall be followed by the Carrier.
- 15.1.3 Environmental Management Systems (EMS) regulations of BHEL shall also be observed while in BHEL complex and at the time of carrying BHEL materials. The EMS regulations are enclosed as annexure II to the Special Conditions.
- 15.1.4 The Operational Control Procedures(OCP)with regard to the internal and external movement of materials inside and outside the BHEL premises are enclosed as an annexure III to the Special Conditions. The carrier shall give in writing with respect to the adherence and implementation of above OCP during the tenure of the contract.
- 15.1.5 Wherever ROAD PERMIT 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 and the recovery will be as per the applicable amount at that point of time.

## **16 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.

### **16.1 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

### **16.2 Mode of Remittance of Security Deposit**

- 16.2.1 Pay Order, Demand Draft in favour of BHEL.
- 16.2.2 Local cheques of scheduled banks, subject to realization.
- 16.2.3 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).
- 16.2.4 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 16.2.5 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 16.2.6 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.
- 16.2.7 Acceptance of Security Deposit against SL. No. (16.2.3) and (16.2.5) 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.
- 16.2.8 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**

### **16.3 Refund of Security Deposit**

- 16.3.1 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.
- 16.3.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

### **17 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.

### **18 ARBITRATION**

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

### **19 JURISDICTION**

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

### **20 OTHERS**

- 20.1.1 The transport Carrier shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- 20.1.2 BHEL has the right to extend or short close the Contract if required.
- 20.1.3 The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions of Contract shall prevail.
- 20.1.4 The 1.Special Instructions, 2.Special Conditions of the Contract, 3.General Terms & Conditions 4.Safety Conditions, 5.OCP and shall all be integral part of the Contract.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**GENERAL TERMS &**  
**CONDITIONS OF**  
**THE CONTRACT**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)

Fax : 0431 – 2520212

Website :

[www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

## GENERAL TERMS & CONDITIONS OF THE CONTRACT

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

### 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 SDGM / 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 SDGM / 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)

Page 20 of 45

## **2 GENERAL CONDITIONS :-**

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

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

2.1.1 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:-**

2.2.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SDGM / 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:-**

2.3.1 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:-**

2.4.1 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:-**

2.5.1 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.

2.5.2 **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 :-**

2.6.1 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:-**

- 2.7.1 The security deposit shall not carry any interest.
- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 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:-**

- 2.8.1 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:-**

- 2.9.1 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:-**

- 2.10.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SDGM / CCC / Logistics, to act in his stead.
- 2.10.2 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.
- 2.10.3 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.
- 2.10.4 The SDGM / 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.

## **2.11 Labour:-**

- 2.11.1 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

- 2.12.1 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:-**

- 2.13.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the SDGM / 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:-**

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

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

- 2.15.1 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 :-

- 2.15.2 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
- 2.15.3 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
- 2.15.4 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.

## **2.16 Cancellation of Contract for Insolvency Assignment of Transfer or Sub-Letting of Contract:-**

- 2.16.1 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,

- 2.16.2 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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

2.16.3 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

2.16.4 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

2.16.5 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 .

2.16.6 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 SDGM / CCC / Logistics, or the same shall be recovered from the Contractor by other means.

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

## **2.17 Cancellation of Contract on part of full for Contractor's Default:**

1.1.11 If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM / CCC / Logistics, or his authorised representative ;

1.1.12 If the Contractor fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;

1.1.13 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SDGM / 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 SDGM / 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

1.1.14 If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SDGM / 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.

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

1.1.15 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SDGM / 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:

1.1.16 Deviation from the items provided in the contract documents.

1.1.17 Extra items / new items of work.

1.1.18 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:-**

2.21.1 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.

2.21.2 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:-**

2.22.1 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:-**

2.23.1 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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **2.24 Force Majeure Clause:-**

2.24.1 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 Logistics /end user dept. subject to prompt notification by the contractor. Mechanical failure / breakdown of vehicle is not considered under this clause for extension.

## **2.25 Signing of Contract:-**

2.25.1 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 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.

2.26.3 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.

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

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

## **2.27 Registers & Records:-**

2.27.1 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:-**

2.28.1 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:-**

- 2.29.1 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 may reserve its rights for suspending or terminating the contract.

## **2.30 Lien of Consignments:-**

- 2.30.1 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:-**

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**SAFETY**  
**CONDITIONS**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

### SAFETY CONDITIONS

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

#### **1 General**

1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

a. The lights on right side(i.e.) over driver's cabin should be in working condition.

b. Both the head lights as well as park lamps must be in working condition.

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

a. The vehicle should not travel at more than 20 kmph in BHEL premises.

b. The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.

c. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.

d. The driving should be kept in the left at all places.

e. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

f. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.

g. The vehicle should pass only through approved routes. Short cuts are forbidden.

h. There must be a safe distance behind another moving truck.

i. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

### 3. Shipping

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

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**OPERATIONAL**  
**CONTROL**  
**PROCEDURES**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

# Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)


Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

## OPERATIONAL CONTROL PROCEDURE

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

 40, 70 & 80-938	OCUPATIONAL 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 LCV, HCV/Lorry Taurus & Trailers.
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
- 3.0 Responsibility : Sr. Manager/CCC/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 :

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	CCC/Logistics

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**TECHNO**  
**COMMERCIAL BID**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571539, 1519,1518

E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)

Fax : 0431 – 2520212

Website : [www.bhel.com](http://www.bhel.com)

**CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS**

## **TECHNO-COMMERCIAL BID**

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

The following information is required for communication for Tender finalization

SL No	Description	Details
1	Name of the Bidder	
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)

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.  
Phone : 0431 – 2571539, 1519,1518 E.mail : [aitrc@bheltrv.co.in](mailto:aitrc@bheltrv.co.in)  
Fax : 0431 – 2520212 Website : [www.bhel.com](http://www.bhel.com)

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

## ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

### **1 ESTABLISHMENT OF THE TRANSPORT CARRIER**

- 1.1.1 In case of Single Ownership / Proprietorship establishment, relevant documentary proof such as Auditor's letter / Service Tax Registration / Company Registration documents etc., for proof of Ownership / Proprietorship shall be enclosed
- 1.1.2 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
- 1.1.3 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.

### **2 FINANCIAL SOUNDNESS**

#### **2.1 BALANCE SHEET**

**Balance Sheet for the Financial Years 2010-11, 2011-12 & 2012-13** duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India shall be enclosed.

#### **2.2 PROFIT LOSS ACCOUNT**

**Profit & Loss Account for the Financial Years 2010-11, 2011-12 & 2012-13** duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India shall be enclosed.

### **3 INCOME TAX:**

**Copy of Income Tax Clearance Certificate/SARAL** or proof having submitted the returns for **the Financial Years 2010-11, 2011-12 & 2012-13** (Assessment Years 2011-12, 2012-13 & 2013-14) duly attested by Notary shall be enclosed.

#### **3.1 PAN CARD :**

Copy of PAN Card shall be enclosed

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

#### **4 BANKER'S CERTIFICATE**

Banker's certificate (Original) regarding financial position of the Company shall be submitted as per **Proforma-I** shall be enclosed

#### **5 EXPERIENCE**

- 5.1.1 The bidder should submit copy of documentary proof for having the experience of transporting consignment through Speed Cargo within the past three years 2010-11, 2011-12 & 2012-13
- 5.1.2 The Tenderers shall submit documentary proof for the above as per **Proforma-II**.
- 5.1.3 In case the certification is not submitted in the Proforma-II signed & stamped by Vendors Clients, then Vendor to produce copy of the LRs/GCs as a proof of having done the transportation

#### **6 MANDATORY BRANCH OFFICE :**

- 6.1.1 **Definition of the Branch** : An Office with Land line phone / Cell Phone, person to be contacted and available all the time.
- 6.1.2 Bidder **must have the branch at Trichy** with e-mail facility. Documentary proof (Registration Documents in case of own building / Lease agreement / Telephone Bill Receipt/ EB Bill Receipt etc) shall be enclosed.

#### **7 FLEET OWNERSHIP:**

- 7.1.1 The bidder should have at least two LCV or HCV in the Name of their Company / Group of Companies, Board of Directors, Partners etc., and all confirming to the relevant provisions of MV Act.
- 7.1.2 **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.

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

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

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

**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	Status of the Company	Please Tick (√) in the appropriate box	
1.1	Public Limited Company	<input type="checkbox"/>	
1.2	Private Limited Company	<input type="checkbox"/>	
1.3	Partnership firm	<input type="checkbox"/>	
1.4	Single ownership	<input type="checkbox"/>	
1.5	Others (Specify)	<input type="checkbox"/>	
1.6	Type of Proof Enclosed (Memorandum of Articles of the Company , Power of Attorney, Partnership Deed, demerger document, Change of Constitution as applicable etc .,)		
1.7	Registration No.	Reference Number : Date :	
2	Financial Soundness		
2.1	Balance Sheet	Financial Year	Please Tick (√) in the appropriate box
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2.2	Profit & Loss Account	Financial Year	Please Tick (√) in the appropriate box
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3	Copy of Income Tax proof having submitted the returns for Assessment year	Financial Year	Please Tick (√) in the appropriate box
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2011-12	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2012-13	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3.1	Income Tax PAN No. (PAN Card copy shall be enclosed)	PAN No: <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
4	Banker's certificate(Original) regarding financial position of the Company	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

5	Documentary proof for having the experience of transporting consignment through Speed Cargo within the past three years 2010-11, 2011-12 & 2012-13 ( <b>Proforma-I to be enclosed</b> )	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
6	Branch List	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7	Documentary proof for existence of Branch office at <b>Trichy</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	Vehicle Ownership ( <b>Notary Public attested RC Books of the vehicles shall be enclosed along with the tender</b> )	01. Reg No & Date ..... Make: ..... Capacity: ..... Metric Ton. 02. Reg No & Date ..... Make: ..... Capacity: ..... Metric Ton.

**OTHER IMPORTANT CONDITIONS/CLAUSES TO BE FILLED AND ACCEPTED  
BY THE BIDDER FOR TECHNICAL QUALIFICATION**

SL	Description	Details
9	<p><b>ODA Charges</b> Extra Charges (if any) for <b>Collection / Delivery Point</b> away from nearest Branch Office</p> <p>(<b>Note: Up to 25 km</b> one way ( i.e. up &amp; down 50km), <b>Collection / Delivery has to be done at free of cost.</b> For above 25 km one way ( i.e. up &amp; down above 50km), the extra charges will be paid including 50 km up &amp; down) <b>Example:-</b> If nearest branch office is say 30 km. away from the collection / delivery point, then the ODA charges will be paid for 60 km.</p>	<p>₹ ...../- per KM</p> <p>Rupees .....</p> <p>..... per KM</p>
10	<p><b><u>Door Collection or Door Delivery Charges per Docket / LWB</u></b></p> <p><b>Application-A</b></p> <ul style="list-style-type: none"> <li>For the consignments booked from BHEL Trichy, Door Collection charges is not applicable. In this case, door delivery charges will be applicable.</li> <li>For the consignments delivered to BHEL Trichy, Door Delivery Charges is not applicable. In this Case, door collection charges will be applicable</li> </ul> <p><b>Application-B</b></p> <ul style="list-style-type: none"> <li>For the consignments booked from TPPO Chennai Harbour / Airport, Door Collection charges <b>is applicable.</b> In this case, door delivery charges <b>will not</b> be applicable.</li> <li>For the consignments delivered to TPPO Chennai Harbour / Airport, Door Delivery charges <b>is applicable.</b> In this case, door Collection charges <b>will not</b> be applicable.</li> </ul> <p><b>Application-C</b></p> <ul style="list-style-type: none"> <li>Both Door Collection and Door Delivery charges will be applicable.</li> </ul>	<p>(i) At BHEL Trichy</p> <p>₹...../- per docket</p> <p>(ii) At Chennai Harbour / Airport</p> <p>₹...../- per docket</p> <p>(iii) Other than BHEL Trichy &amp; Chennai Harbour / Airport</p> <p>₹...../- per docket</p>

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

11	Applicable Service Tax Service Tax (The Service tax has to be paid to the Statutory Authorities by the Contractor. The Contractor shall produce the proof for having paid the service tax to the statutory authorities (Monthly, quarterly, Half-Yearly as applicable) and submit the proof to BHEL for payment along with the next term bill)	.....% of basic Rates
12	Service Tax Registration Details	Service Tax No. .... Date of Regn. ....
13	Octroi Service Charge Charges (The Contractor has to pay Octroi duty to Statutory Authorities if applicable. BHEL will reimburse the same to the Contractor against documentary proof). Service charges if any to be quoted by the Bidder for payment of Octroi by them and arranging statutory documents.	.....
14	Minimum Chargeable Weight	30 kg.
15	Volume Loads – weight equivalent	Freight will be regulated 10kgs per cubic feet even if the actual weight is less than 10kgs per cubic feet.
16	Maximum Size of the consignment to be accepted by the Bidder for transportation through Speed Cargo	<b>L:5Mtrs X W:2Mtrs X H:2 Mtrs (Approx: 16 Ft X 6.5 Ft X 6.5 Ft)</b>
17	Insurance	Insurance will be covered by Consigner / Consignee only.

**NOTE**

01. 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 34)
2. Statement for bid evaluation on eligibility criteria (Page 37 to 39)

**UNDER TAKING**

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

- (i) **We have fully understood the technical requirements of the tender and the applications if the various rate schedules and have quoted accordingly**
- (ii) **We shall abide by the terms and conditions of Tender Notice Ref. No. LOG/CCC/14-15/4014E Dt.18.04.2014**
- (iii) **We have not been suspended or black listed or issued with “Show Cause Notice” by any BHEL Unit**
- (iv) **All the documents including Notarized RC Book copies 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 maintaining a current account in our bank since ..... to till date. The Transactions of the firm with our Bank in the financial years 2010-11, 2011-12 & 2012-13 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)

(Certificate may be obtained from one or more parties)

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

REF:.....

DT:.....

**CERTIFICATE**

THIS IS TO CERTIFY THAT M/S.....  
(Name if the Transport Carrier)

HAVE TRANSPORTED CONSIGNMENTS **THROUGH SPEED CARGO MOVEMENT**

FOR US FROM ..... TO .....  
(Month & Year) (Month & Year)

THE PERFORMANCE OF THE ABOVE TRANSPORT CARRIER IS FOUND SATISFACTORY.

SIGNATURE WITH DESIGNATION & SEAL

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# ANNEXURE-VII

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

# PRICE BID

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

Page 42 of 45

**PRICE BID**

**TENDER No.: LOG/CCC/14-15/4014E Dt.18.04.2014**

App licat ion	Description	Weight Slab	Sch No.	Rate in ₹ per kg. (Excluding Service tax)
A	Collection, storage, transportation and safe delivery of materials on Speed Cargo Movement Basis <b>from BHEL Trichy</b> to any <b>Southern States of India</b> namely Tamil Nadu, Pondicherry, Andhra Pradesh, Kerala & Karnataka and <b>vice versa</b> .	0 to 500 kgs	SA1	₹ ...../- per kg. Rupees..... .....only
		501 to 1000 kgs	SA2	₹ ...../- per kg. Rupees..... .....only
		1001 to 2000 kgs	SA3	₹ ...../- per kg. Rupees..... .....only
		2001 to 3000 kgs	SA4	₹ ...../- per kg. Rupees..... .....only
B	Collection, storage, transportation and safe delivery of materials on Speed Cargo Movement Basis <b>from TPPO BHEL office at Chennai Harbour / Chennai Airport</b> to any <b>Southern States of India</b> namely Tamil Nadu, Pondicherry, Andhra Pradesh, Kerala & Karnataka and <b>vice versa</b> .	0 to 500 kgs	SB1	₹ ...../- per kg. Rupees..... .....only
		501 to 1000 kgs	SB2	₹ ...../- per kg. Rupees..... .....only
		1001 to 2000 kgs	SB3	₹ ...../- per kg. Rupees..... .....only
		2001 to 3000 kgs	SB4	₹ ...../- per kg. Rupees..... .....only
C	Collection, storage, transportation and safe delivery of materials on Speed Cargo Movement Basis <b>from anywhere to anywhere</b> in <b>Southern States of India</b> namely Tamil Nadu, Pondicherry, Andhra Pradesh, Kerala & Karnataka. (The applications above A & B are excluded)	0 to 500 kgs	SC1	₹ ...../- per kg. Rupees..... .....only
		501 to 1000 kgs	SC2	₹ ...../- per kg. Rupees..... .....only
		1001 to 2000 kgs	SC3	₹ ...../- per kg. Rupees..... .....only
		2001 to 3000 kgs	SC4	₹ ...../- per kg. Rupees..... .....only
TOTAL				₹ ...../- Rupees..... .....only

- **The sum (total) of basic rates** exclusive of Service tax will be the basis for deciding Tender Ranking. **ie. Sum of the above 12 Rate Schedules**
- **Contractor has to pay Service tax @ 12.36% to the Service Tax Authorities. BHEL will reimburse the service tax paid by contractor on obtaining the proof of service tax payment.**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

# PICKUP SLIP

## (FORMAT FOR SENDING MATERIALS BY SPEED CARGO)

### Instructions:-

1. Whenever Speed Cargo service is required, this Pickup Slip has to be downloaded and duly filled & certified by the user agencies (concerned officials) and the scanned copy of the same has to be sent to the Contractor requesting to pick-up the consignment.
2. This Pickup Slip has to be brought by the Carrier while loading the consignments and the GC/LR Number / date etc. also to be indicated in this Pickup Slip by the Transport Carrier. If there is any difference in the details furnished and the actual consignments to be loaded, it has to be amended suitably by the respective officials.
3. This Pickup Slip along with GC (acknowledged copy) shall be enclosed with the freight bills. Original copy of Pickup Slip available with the user agencies need not be enclosed with the freight bills & only the scanned copy is sufficient.

**Date:**

SL No	Description	Details to be filled by user agency ( please tick √ wherever applicable)
01	Brief Description of the materials	
02	Project / Customer Number	
03	Loading Point	<u>Address:-</u>  Contact Person Name:  Mobile Number: Landline Number:
04	Unloading Point	<u>Address:-</u>  Contact Person Name:  Mobile Number: Landline Number:
05	Quantity	Number of Pieces/Packages ..... Nos. Weight ..... MT.
06	Is it in packed condition or in loose (tick √)	<input type="checkbox"/> Packed Condition / <input type="checkbox"/> Loose Pieces
07	Dimensions of the Single Piece (In case of Loose Pieces)	Length :                  Width:                  Height:
08	Overall Dimensions of the Package (In case of Packed Condition)	Length :                  Width:                  Height:

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

09	Date and time by which the vehicle should be placed	
10	E-Sugam / Road Permit Form applicability	<input type="checkbox"/> Applicable / <input type="checkbox"/> Not Applicable
11	Brief justification for resorting to speed cargo movement	

<p>Sign:</p> <p>Seal:</p> <p>(i) For Wt. up to 100 kg – Not less than Sr.Manager  (ii) From 101 – 1000 kg – Not less than DGM  (iii) Above 1001 kg – Not less than AGM)</p>	<p><b><u>Note to the User Agency:-</u></b></p> <p>1. The Cost of Speed Cargo movement is more when compared to All India Transportation Rate Contract. Hence user agencies are requested to use Speed Cargo Contract in very urgent and unavoidable circumstances only.</p> <p>2. If loading / unloading of consignments requires Cranes &amp; other equipment, then the user agency has to ensure the availability of the same, in time.</p> <p>3. Since loading &amp; unloading of consignment is BHEL's scope, the user agencies are requested to ensure the availability of loading person, before placement of the vehicle. Also whenever the vehicle arrives, the materials have to be loaded / unloaded immediately <b>giving top priority</b>.</p> <p>3. The user agencies are requested to arrange for the enroute documents such as Road permit Form etc., in time, to avoid delay.</p> <p>4. The Transport Carrier is requested to ensure the availability of enroute documents such as Road permit Form etc., before loading the consignments. Any delay in this regard will not be condoned on what so ever the reason.</p>
---	--

**Derails to be filled by the Transport Carrier**

(i) **LR/GC No.**

**Date:**

Date :  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)