



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)
Boiler Auxiliaries Plant
Ranipet - 632 406

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MAINTENANCE AND SERVICES LOGISTICS MANAGEMENT

Ref: M&S/LM/AITRC

Date: 03.10.2015

CIRCULAR

Sub: Open invitation for placement of requisite vehicles by IBA approved carriers for immediate dispatch of finished goods from Shipping department, BHEL,BAP,RANIPET to various project sites tentatively upto 31-03-2016.

For the attention of all the Indian Banks Association(IBA) approved carriers:

BHEL,BAP,Ranipet plans to avail the services of transport carriers for the following vehicle categories for the dispatch of material as per fulfilling terms and conditions of attached specification dated 03-10-2015 with the following additional conditions.

- 1) Trailer- 40 feet-Double axle minimum carrying capacity 20 MT
- 2) Taurus- Minimum carrying capacity- 15 MT
- 3) Lorry- Minimum carrying capacity- 9 MT

Expected load tentative upto 31-03-2016

S.No.	Name of Project	Quantity in MT
1	Neyveli	2600
2	Managuru	11000
3	Kothagudem	3000
4	Wanakbori	6000
5	Nabinagar	4500
6	North Karanpura	20300
7	Unchahar	800
8	Singrauli	1500
9	IB Valley	8500
10	Darlipalli	17100
11	Gadarwara	750
12	Lara	750
13	Tanda	8200
14	Yadadri	12600

The above project names indicated are not exhaustive and only indicative and may cover other project sites also covered within the states indicated in the schedule. .

TRAILER

Schedule	Distance slab in KM	Places covered	Expected load upto 31-03-2016 tentatively in MT	Maximum inclusive rate offered by BHEL,Ranipet considering immediate dispatch requirement. Rate in Rs./MT/KM
L/09/15/TR01 Tamilnadu,Kerala&Pondicherry	0-200			5.40
L/09/15/TR01 Tamilnadu,Kerala&Pondicherry	201-500	Neyveli	2080	4.50
L/09/15/TR01 Tamilnadu,Kerala&Pondicherry	501-1000			2.90
L/09/15/TR02 Andhra Pradesh, Telengana & Karnataka	0-200			4.90
L/09/15/TR02 Andhra Pradesh, Telengana & Karnataka	201-500			4.50
L/09/15/TR02 Andhra Pradesh, Telengana & Karnataka	501-1000	Manuguru Kothagudem- Yadadri	6490 1184 8720	3.50
L/09/15/TR02 Andhra Pradesh, Telengana & Karnataka	ABOVE 1000			2.90
L/09/15/TR03 Gujarat, Maharashtra& Goa	501-1000			3.10
L/09/15/TR03 Gujarat, Maharashtra& Goa	ABOVE 1000	Wanakbori	3376	2.90
L/09/15/TR04 West Bengal, Jharkhand & Bihar	ABOVE 1000	Nabinagar, North Karanpura	3200 16240	2.80
L/09/15/TR05 Rajasthan, Chandigarh & Punjab	ABOVE 1000			2.60
L/09/15/TR06 Uttar Pradesh, Delhi,Haryana & Uttaranchal	ABOVE 1000	Singrauli Tanda	1200 5200	3.30
L/09/15/TR07 Jammu&Kashmir,Himachal Pradesh,Assam & all other other north eastern states.	ABOVE 1000			3.80
L/09/15/TR08 Orissa, Chattisgarh & Madhya pradesh	ABOVE 1000	IB Valley, Darlipalli, Gadarwara, Lara&	5356 12024 600 600	3.30

INFRINGEMENT FOR TRAILER LOADS(NOT APPLICABLE TO COLLECTING ELECTRODES)

Infringement:			
A) Infringement on Dimension Any increase in the Individual DIMENSION such as LENGTH, WIDTH, and HEIGHT of the consignment from L 12.5 M x W 2.5 M x H 2.50M to L: 20.0M x W5.5 M x H 5.0 M will be paid extra on the BASIC RATES as per the following % given here under.			
EXTRA CHARGES ON % SLAB BASIS ON THE APPLICABLE BASIC RATES(20 MT Rates			
1) For LENGTH Infringements of every 0.500 MTRs (or) Part thereof beyond 12.5 M but upto 20.0 M	Extra % on basic Rate		10.0%
2) For WIDTH infringements of every 0.125 M (or) Part thereof beyond 2.5 M but upto 5.5 M	Extra % on basic Rate	2.50 M to 3.50 M	5.00%
		3.51 M to 4.00 M	6.25%
		4.01 M to 4.50 M	6.75%
		4.51 M to 5.00 M	7.50%
3) For HEIGHT infringements of every 0.250 M (or) Part thereof beyond 2.5 M but upto 5.0 M	Extra % on basic Rate	2.50 M to 4.00 M	10.0%
		4.01 M to 5.00 M	15.0%
(B) Infringement on Weight: In addition to (A), any increase in WEIGHT will be paid extra proportionately on the basic rates.			
(C) Infringement calculation is based on the consignment overall dimension and not on the individual component size .			
(D) The ceiling limit is 35 MT only.			
(E) Depending on the weight of the consignment suitable Trailer(Single/Double/Triple axle) with suitable bed length and carrying capacity as per the weight indicated in the RC book has to be placed.			

TAURUS

Schedule	Distance slab in KM	Places covered	Expected load upto 30-09-2015 tentatively in MT	Maximum inclusive offered by BHEL,Ranipet considering immediate dispatch requirement. Rate in Rs./MT/KM	all rate by
L/09/15/TA01 Tamilnadu,Kerala&Pondicherry	0-200			3.30	
L/09/15/TA01 Tamilnadu,Kerala&Pondicherry	201-500	Neyveli	260	3.60	
L/09/15/TA01 Tamilnadu,Kerala&Pondicherry	501-1000			2.40	
L/09/15/TA02 Andhra Pradesh, Telengana & Karnataka	0-200			2.90	
L/09/15/TA02 Andhra Pradesh, Telengana & Karnataka	201-500			2.80	
L/09/15/TA02 Andhra Pradesh, Telengana & Karnataka	501-1000	Manuguru Kothagudem- Yadadri	811 148 1090	2.40	
L/09/15/TA02 Andhra Pradesh, Telengana & Karnataka	ABOVE 1000			2.00	
L/09/15/TA03 Gujarat, Maharashtra& Goa	501-1000			2.20	
L/09/15/TA03 Gujarat, Maharashtra& Goa	ABOVE 1000	Wanakbori	422	2.10	
L/09/15/TA04 West Bengal, Jharkhand & Bihar	ABOVE 1000	Nabinagar, North Karanpura	400 2030	2.30	
L/09/15/TA05 Rajasthan, Chandigarh & Punjab	ABOVE 1000			2.10	
L/09/15/TA06 Uttar Pradesh, Delhi,Haryana & Uttaranchal	ABOVE 1000	Singrauli	150	2.50	
L/09/15/TA07 Jammu&Kashmir,Himachal Pradesh,Assam & all other other north eastern states.	ABOVE 1000			3.10	
L/09/15/TA08 Orissa, Chattisgarh & Madhya pradesh	ABOVE 1000	IB Valley, Darlipalli, Gadarwara, Lara& Tanda	670 1503 75 75 650	2.30	

LORRY

Schedule	Distance slab in KM	Places covered	Expected load upto 30-09-2015 tentatively in MT	Maximum all inclusive rate offered by BHEL,Ranipet considering immediate dispatch requirement. Rate in Rs./MT/KM
L/09/15/LR01 Tamilnadu,Kerala&Pondicherry	0-200			3.70
L/09/15/LR01 Tamilnadu,Kerala&Pondicherry	201-500	Neyveli	260	3.60
L/09/15/LR01 Tamilnadu,Kerala&Pondicherry	501-1000			2.90
L/09/15/LR02 Andhra Pradesh, Telengana & Karnataka	0-200			4.40
L/09/15/LR02 Andhra Pradesh, Telengana & Karnataka	201-500			3.80
L/09/15/LR02 Andhra Pradesh, Telengana & Karnataka	501-1000	Manuguru Kothagudem Yadadri	811 148 1090	3.00
L/09/15/LR02 Andhra Pradesh, Telengana & Karnataka	ABOVE 1000			2.50
L/09/15/LR03 Gujarat, Maharashtra& Goa	501-1000			3.00
L/09/15/LR03 Gujarat, Maharashtra& Goa	ABOVE 1000	Wanakbori	422	3.00
L/09/15/LR04 West Bengal, Jharkhand & Bihar	ABOVE 1000	Nabinagar, North Karanpura	400 2030	2.80
L/09/15/LR05 Rajasthan, Chandigarh & Punjab	ABOVE 1000			2.50
L/09/15/LR06 Uttar Pradesh, Delhi,Haryana & Uttaranchal	ABOVE 1000	Singrauli Tanda	150 650	3.10
L/09/15/LR07 Jammu&Kashmir,Himachal Pradesh,Assam & all other other north eastern states.	ABOVE 1000			3.30
L/09/15/LR08 Orissa, Chattisgarh & Madhya pradesh	ABOVE 1000	IB Valley, Darlipalli, Gadarwara, Lara& Vindhyachal	670 1503 75 75 650	2.90

COLLECTING ELECTRODE RATES					
S.No.	DISTANCE SLAB&SCHEDULE	Distance slab in KM	Places covered	Expected load upto 31-03-2016 tentatively in MT	Maximum all inclusive rate offered by BHEL,Ranipet considering immediate dispatch requirement. Rate in Rs.for 4 bundles/KM
	<u>L/09/15/CE01-Tamilnadu,Puducherry & Kerala</u>				
1	CE LENGTH 13.51M TO 14.50M	0-200			127.20
2	CE LENGTH 13.51M TO 14.50M	201-500			107.20
3	CE LENGTH 13.51M TO 14.50M	501-1000			71.20
4	CE LENGTH 14.51M TO 15.50M	0-200			136.20
5	CE LENGTH 14.51M TO 15.50M	201-500			120.20
6	CE LENGTH 14.51M TO 15.50M	501-1000			79.20
7	CE LENGTH 15.51M TO 16.60M	0-200			87.20
8	CE LENGTH 15.51M TO 16.60M	201-500			96.20
9	CE LENGTH 15.51M TO 16.60M	501-1000			73.20
	<u>L/09/15/CE02-Andhra Pradesh,Telengana & Karnataka</u>		MANAGURU KOTHAGUDEM YADADRI	2888 1520 1700	
10	CE LENGTH 13.51M TO 14.50M	0-200			114.20
11	CE LENGTH 13.51M TO 14.50M	201-500			107.20
12	CE LENGTH 13.51M TO 14.50M	501-1000			79.20
13	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			59.20
14	CE LENGTH 14.51M TO 15.50M	0-200			144.20
15	CE LENGTH 14.51M TO 15.50M	201-500			124.20
16	CE LENGTH 14.51M TO 15.50M	501-1000			98.20
17	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			73.20
18	CE LENGTH 15.51M TO 16.60M	0-200			141.20
19	CE LENGTH 15.51M TO 16.60M	201-500			92.20
20	CE LENGTH 15.51M TO 16.60M	501-1000			103.20

21	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			91.20
	<u>L/09/15/CE03-Gujarat,Maharashtra & Goa</u>		WANAkBORI	1780	
22	CE LENGTH 13.51M TO 14.50M	501-1000			70.20
23	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			70.20
24	CE LENGTH 14.51M TO 15.50M	501-1000			84.20
25	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			78.20
26	CE LENGTH 15.51M TO 16.60M	501-1000			87.20
27	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			101.20
	<u>L/09/15/CE04-West bengal,Jharkhand & Bihar</u>		NABINAGAR	500	
28	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			69.20
29	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			80.20
30	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			98.20
	<u>L/09/15/CE05 - Rajasthan,Chandigarh & Punjab</u>		UNCHA HAR TANDA	800 1700	
31	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			65.20
32	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			73.20
33	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			91.20
	<u>L/09/15/CE06- Uttar pradesh, Delhi, Haryana & Uttranchal</u>				
34	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			77.20
35	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			88.20
36	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			101.20
	<u>L/09/15/CE07- Jammu&Kashmir,Himachal pradesh,Assam& all other north eastern states</u>				
37	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			110.20
38	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			116.20
39	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			153.20
	<u>L/09/15/CE08-Orissa,Chattisgarh & Madhya pradesh</u>		IB VALLEY DARLIPALLI	1800 2070	
40	CE LENGTH 13.51M TO 14.50M	ABOVE 1000			80.20
41	CE LENGTH 14.51M TO 15.50M	ABOVE 1000			93.20
42	CE LENGTH 15.51M TO 16.60M	ABOVE 1000			113.20

Additional operating conditions

Those carriers who agree to comply with BHEL terms , conditions and rates of this circular (with diesel Price Variation clause(PVC)) shall submit their acceptance by e-mail also(vk@bhelrpt.co.in) following hard copy duly signed by authorized signatory for all schedules to Logistics section at the earliest. They have also to submit their credentials/capacity and valid IBA certificate in addition submitting security deposit of Rs.2.0 lakhs by Demand draft drawn in favour of “ Bharat Heavy Electricals Limited . Ranipet”.(ref. clause 10.0 of General Conditions of Contract for more details on Security Deposit)

Those who are fulfilling the criteria will be entered into rate contract against this requirements.

On receiving the above confirmation/acceptance from the carrier, BHEL/Shipping will e-mail the requirement of vehicles @10.00 hrs every day against the above schedules. Interested carriers shall confirm placement of Trailers/Taurus/Lorry with vehicle registration number and time of arrival to take the load according to BHEL shipping official's choice on **First cum First served**. The date and time of the e-mail response at BHEL will be used for prioritizing selection. Once the acceptance is given and , if carrier fails to place the vehicle or hesitate to take the load against given rate schedule will attract penalty as per this tender condition and the same will be deducted against the pending bills or from security deposit if no bills are available. Please note that carriers can't chose the load/schedule they want. Once the acceptance is given against the particular e-mail request of BHEL, vehicle is to be placed as committed. For issues related to this circular and contract shall be communicated through e-mail id vk@bhelrpt.co.in only. For response to shipping e-mail for placement of vehicles on daily basis shall be done addressed to e-mail id shiplog@bhelrpt.co.in.

This facility is open to all the IBA approved carriers who are presently working with BHEL or not.

Speed is the essence of this contract.

Incase BHEL experiences any operational difficulties in implementing the above e.g., not getting the adequate vehicles for particular destination/schedule, BHEL reserves the right to incorporate such mandatory requirements to improve the situation. The decision given by BHEL will be binding on all the accepted carriers.

The period of contract may be further extended on mutual consent.

Methodology of vehicle request:

- 1) BHEL, Shipping will send the vehicle request by e-mail (shiplog@bhelrpt.co.in) with unique turn number @10.00 hrs.to all the carriers with specified time for response(12:00 noon of next day).
- 2) Those who gave their acceptance with vehicle registration number will be considered based on specific e-mail id(shiplogg@bhelrpt.co.in) on first come first served based the e-mail 'time stamp' of carriers response.
- 3) After fulfilling the BHEL request, information will be given to other carriers.

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6

M&S - LOGISTICS
TRANSPORT RATE CONTRACT – DTD.03-10-2015

GENERAL CONDITIONS OF CONTRACT

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 AGM/M&S to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/M&S 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 AGM/M&S 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 AGM/M&S. 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:

Initial payment of Rs.2.0 lakhs by Demand draft to be paid alongwith acceptance of tender.

During execution , the following amount will be recovered.

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) 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.

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

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

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 AGM/M&S 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 AGM/M&S or the OFFICER-INCHARGE, to receive instructions.

The AGM/M&S, 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 AGM/M&S, 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 AGM/M&S 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 AGM/M&S 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 AGM/M&S whose decision shall be final and conclusive.
- c) **CANCELLATION OF CONTRACT IN PART OR 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 AGM/M&S 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) 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 AGM/M&S, 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 AGM/M&S 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 AGM/M&S, 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 AGM/M&S 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 concerned department or 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) / “ REGS ” (Real Time Gross Settlement) within a reasonable time say one month after the certification of bills by the concerned department or 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 1 month 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 AGM/M&S, 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. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

32. General

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

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6

M&S - LOGISTICS

TRANSPORT RATE CONTRACT – DTD.03-10-2015

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.

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, etc., including OVER DIMENSIONAL/WEIGHT CONSIGNMENT.

2.0 SCOPE

Transportation of Heavy consignments from BHEL to site 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 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

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6

M&S - LOGISTICS

TRANSPORT RATE CONTRACT- DTD.03-10-2015

SPECIAL CONDITIONS OF CONTRACT

1. RATE

- a) The Rate is Firm except for rate variation on account of variation in Diesel Price as given below:
- b) Price variation will be allowed during the currency of Contract on account of increase / decrease in the Diesel Rates, as indicated by IOCL . The following diesel price variation clause will be applicable **from the date of increase / decrease of diesel price.**
- c) The freight rates finalized is subject to increase/decrease at the rate of **0.3 paisa per MT per KM for every 10 paisa** statutory increase/decrease in diesel price (inclusive Taxes applicable at Ranipet as indicated by IOCL . The increase/decrease will be proportionate when the increase/decrease is less than 10 Paisa per liter.
- d) PVC Clause will be operative only from the date of award of LOI/Contract and when the increase/decrease in Diesel price is more than **Re.1/-**.
- e) However, the cumulative variation in the Retailed Selling Price of diesel at Ranipet, more than **Re.1/-** will be considered for revising the Contract Rates from the date of cumulative increase/decrease of Diesel.

Sample Calculation:-

Assume existing RSP of HSD at Ranipet is **Rs.53.22/- per Liter** on the date of LOI i.e. on 01.01.2015.

Effective from 15.01.2015, if the diesel price increases from Rs.53.22/- to Rs.53.76/- per Liter i.e. increase of **Rs.0.54 per Liter**, then PVC will not be applicable from 15.01.2015

Again effective from 01.02.2015, if the diesel price increases from Rs.53.76/- to Rs.54.32/- per Liter i.e. increase of **Rs.0.56 per Liter**.

In this case the cumulative increase is Rs.1.10/- per Liter (Rs.0.54 + Rs.0.56). Then PVC is applicable from 01.02.2015 onwards only for the increase of **Rs.1.10/- per Liter**.

Again effective from 15.02.2015, if the diesel price increases from Rs.54.32/- to Rs.54.85/- per Liter i.e. increase of **Rs.0.53 per Liter**, then PVC will not be applicable from 15.02.2015

Again effective from 01.03.2015, if the diesel price increases from Rs.54.85/- to Rs.55.45/- per Liter i.e. increase of **Rs.0.60 per Liter**.

In this case the cumulative increase is Rs.1.13/- per Liter (Rs.0.53 + Rs.0.60). Then PVC is applicable from 01.03.2015 onwards only for the increase of **Rs.1.13/- per Liter**.

The same system will be followed for decrease in Diesel Prices also.

Only two digits fraction will be considered. i.e. in the revised rates anything less than 0.005 Paisa will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Paisa

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

2. DUTIES, TAXES & OTHER EXPENSES

- a) Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on submission of the Cash Receipt duly identifying BHEL Consignments.
- b) For Over Dimensional 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.

Penalty levied by Regional Transport Authority (RTA) on account of state governments(on account of over dimensional only) will be reimbursed subject to submission of original receipt issued by RTA duly mentioning the trailer number and date of payment and also on submission of the declaration by the transporter.

c) Route, Survey, Permit Etc. for ODC Consignments

It is the responsibility of the carrier to have made a prior survey of the route over which the Over Dimensional consignment has to be transported to ensure the technical feasibility of the consignment to be safely carried over that route and to clear while transporting any temporary obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. If however any damage to private / public property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification. The provision of a pilot before the main vehicle would also be at carrier's cost. If small diversion becomes necessary enroute for operational reason, no extra mileage will be allowed more than the standard distance.

3. CONSIGNMENT SIZES / WEIGHT

LORRIES

The consignment to be transported under this part of Contract by lorries will fall under two categories as indicated below:

FULL LORRY LOAD

Consignment weighing from 8401 Kgs. to 9000 Kgs. and or Measuring : Length 6.00M X Width 2.00 M X Height 2.00M

Where the consignment do not occupy Full Volume or the consignment weighing less than 9 MTs., Full lorry load payment will be effected only if it is certified by the concerned authorised BHEL officials . 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 9 MTs. Full lorry load payment will be effected only if it is certified by the concerned authorised BHEL officials .

TAURUS

The consignments to be transported under this Schedule of Contract by Taurus will be as indicated below :-

Consignment weighing from 14500 Kgs. to 15000 Kgs. and or Measuring : Length 6.50M X Width 2.20 M X Height 2.00M

Where the consignment do not occupy Full Volume or the consignment weighing from 12.0 MT to 14.50 MT., Full load payment will be effected only if it is certified by the concerned authorised BHEL officials . 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 14.50 MTs. Full lorry load payment will be effected only if it is certified by the concerned authorised BHEL officials .

TRAILERS

The consignments to be transported under this Schedule of Contract by Trailer will be as indicated below :-

Above : L : 6.5 M x W:2.0 M x H:2.0 M }
Up to : L:12.5 M x W:2.5 M x H:2.5 M } Without infringement

Above : L:12.5 M x W:2.5 M x H:2.5 M }
Up to : L:20.0 M x W:5.5 M x H:5.0 M } With infringements

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.

4. 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. The time allowed for transportation will be calculated at the rate of 300 KM per day for Lorry, , 250 KM per day for Taurus and 200 KM. for Trailer. In case of Trailer ODC loads measuring Length More than 15.0Metres and / or Width more than 4.0Metres, the transit time shall be 150 KM/day.
- c. In addition to normal time allowed as in (b) & (c) a grace time of Two days is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded.
- d. For BHEL hired Containers movement, in case of any delay in delivery of Stuffed / De-Stuffed Container consignment beyond the permissible transit time the Container Rent charge with respect to delayed days will be recovered from Transporters Bill .
- e. Delay in delivery beyond the above period as described in (b), (c) & (d) will attract a penalty of 2% of the freight per week or part thereof for the first 10 weeks and at the rate of 3% for the next 8 weeks and at the rate of 4% for the next 8 weeks subject to a maximum of 76% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of two days will not be allowed.
- f. Any delay beyond the stipulated time will be viewed seriously. BHEL will monitor the performance of the carrier on this account and periodical review will be carried out and suitable action will be taken including suspension/ foreclosure/termination of contract and delisting from the existing registration with BHEL.
- g. However, in deserving cases an authorized official of BHEL of Concerned Department shall have the authority to waive the penalty on case-to-case basis considering the merit. In such cases, the carriers should have given timely intimation in writing with the reasons,

which caused delay, and also with supporting documentary evidence wherever applicable. Discretion of BHEL will be final and binding.

- h. For Certified Full Load in transportation of Part Loads, the transit time will be as applicable for Full Load.

5. PLACEMENT OF VEHICLES ,TURN SYSTEM AND PENALTY

a)As and when demanded by User Departments/Authorised Agencies/vendors of BHEL, Vehicles will have to be placed by the Carriers. If they do not place the vehicle within 44 hours, the following penalty per day per vehicle for each occasion will be levied.

Lorry :	Rs. 2500/- per day
Taurus ;	Rs.3500/- per day.
Trailer :	Rs. 5000/- per day (excluding Sundays& holidays)

In addition to this, the consignments will be moved through other Approved/unapproved Carriers without notice or ultimatum and the difference in freight will be recovered from the bills of the carrier/carriers who failed to place the vehicle. Should such instance repeat frequently, it would be viewed seriously.

VEHICLE TURN SYSTEM FOR OUTWARD DESPATCHES AT SHIPPING

Separate vehicle turn system will be followed at Shipping department for each rate in each projects and each vehicle category.

6. MINIMUM CHARGEABLE DISTANCE

Minimum chargeable distance is 200 KMs. for Lorry, Trailers and Taurus (i.e. even when the distance is less than 200 KMs, freight will be paid for a minimum distance of 200 KMs.).

7. TRANSSHIPMENT

- a. For 9MT Lorry, transshipment permitted until otherwise specified.
For other vehicle category BHEL expect a full load / certified full load consignments are to be transported in the same vehicle without transshipment en route. If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR STORES in advance and obtain prior written permission of authorized BHEL Officials. Authorisation permitting transshipment shall be attached along with the freight bill for payments. **However, if transshipment is made without prior permission, penalty of 25% will be levied on bill amount for Tamilnadu, Andhra Pradesh, Karnataka, Kerala and Pondicherry and 5% will be levied on bill amount for other states.**
- b. But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect suitable endorsement on the Lorry Way Bill shall be made by the consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of contract condition.

8. INFRINGEMENT CLAUSE(NOT APPLICABLE TO COLLECTING ELECTRODES)

Infringement clause is applicable for all types of load including certified full loads and applicable for both dimensions and weight simultaneously.

9.DEMURRAGE AND DETENTION CHARGES FOR BHEL CONSIGNMENTS

a. Demurrage Charges:

No demurrage / wharfage / ground rent / godown rent is leviable for the BHEL consignments under any circumstances throughout India. This is applicable for all transporters and also their sister concerns (in case of lifting BHEL consignments) under BHEL Rate Contract irrespective of whether one has entered into one contract or more.

In the event of collection of demurrage charge by any of the branches of the BHEL approved carriers, such amount will be recovered from the running bills of the carrier concerned. Frequent occurrence of such nature will be viewed very seriously warranting suitable action thereafter.

b. Detention Charges at loading & unloading points

Detention charges shall be paid extra if the vehicles are not loaded in time.

- Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.
- Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.

Detention charges will be paid as follows;

Eligibility for detention charges

At Shipping, BAP,Ranipet: within 48 hours from the time of reporting, the vehicle will be released.3rd day onwards detention charges will apply as per table given below

At Sites: within 72 hours from the time of reporting, the vehicle should be released.4th day onwards detention charges will apply as per table given below

Detention charges shall be paid on certification of an executive not below the rank of DGM of user agencies(Shipping/Stores) in case of detention at BHEL. Ranipet.

Detention at site shall be paid based on the gate entry at site/any site personnel-with signature & office seal. In case official seal is not provided by the certifying person at site/if further clarity and confirmation required on the certification by DGM of Commercial/end user is required for payment of detention charges.

It is the responsibility of the transporter to obtain the required gate entries/ endorsements in the G.C. with time & date from other areas such as SHIPPING/Stores and sites to enable BHEL to effect the detention payment. Without this detention payment can not be paid.

However no detention charges will be payable if the vehicles report on Sundays & General Holidays.

Detention charges will be paid as follows;

Description	Detention charges per day till consignment is lifted			
	Upto 5 days	6-10 days	11-20 days	Beyond 21 days
Lorry & Taurus	Rs.500	Rs.600	Rs.750	Rs.1000
Trailer	Rs.750	Rs.1000	Rs.1250	Rs.1500

Detention charges will be restricted to maximum for 30 days including detention at Loading & Unloading point.

10. MOVEMENT OF MATERIALS BY ALTERNATE VEHICLE.

- a) Materials, which are to be transported by Trailer,
 - (i) If carried by Lorry, only Lorry freight will be paid
 - (ii) If carried by Taurus, only Taurus freight will be paid
- b) Materials, which are to be transported by Lorry,
 - (i) If carried by Trailer, only Lorry freight will be paid
 - (ii) If carried by Taurus, only Lorry freight will be paid

Materials, which are to be transported by Taurus,

- (i) If carried by Lorry, only Lorry freight will be paid
- (ii) If carried by Trailer, only Taurus freight will be paid

11. FREIGHT BILLS & PAYMENT

- a) In case of doubt regarding the freight to be claimed, etc., it must be brought to the notice of the BHEL officials concerned before the vehicle moves out.
- b) Freight Bills will be submitted within one month immediately after delivery of the consignments with proper acknowledgements from the Consignee and there should not be any delay for more than one month. However, BHEL will not honour such claims after a period of six months on expiry of the contract, unless substantiated with valid reasons for delayed submission of the bills. Right to acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of authorized BHEL Officials of the User Department concerned.
- c) 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.

12. DOOR COLLECTION/DOOR DELIVERY

- a) The Transport Contractors to collect Loads from the door of BHEL-BAP-RANIPET AND DELIVER TO ANY PLACE IN INDIA OR VICE VERSA BY SUITABLE VEHICLE (FULL LOAD, SMALLS & PART LOADS) as desired by the operating agency, whether or not the transport carrier concerned has any branch at such places.
- b) It is amplified that the Carriers shall effect door collection / door-delivery in respect of Full Loads, without extra charges for such door-delivery / door-collection. This is also applicable in the case of consignments where the dispatch documents are routed through Bank.
- c) ALL DESPATCHES TO POWER STATIONS' SITES MUST BE, REPEAT MUST BE, DOOR DELIVERED AT THE SITES, IN ALL CATEGORIES OF LOADS.
- d) 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.
- e) This arrangement as described above will apply to both inward and outward consignments at the booking and delivery points and for " PAID " and " TO-PAY " cases also.

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

14. GOODS CONSIGNMENT (GC) NOTES

- a) G.C. Notes issued should bear printed serial numbers. Vehicle No. should be indicated in G.C.Notes for all Lorry / Trailer Load bookings. Original GC copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the GC notes should not be done and will not be accepted, if not authenticated by consignor. GC notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of GC notes submitted to BHEL or to its customers should be legible.
- b) The Company takes a serious view of issue of G.C. Notes to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL reserves the right to terminate the contract or take appropriate action.
- c) Dimensions of consignments transported in open truck shall be recorded invariably on G.C. Note at the time of booking.
- d) The Contractor should incorporate in the G.C. the type and registration no. of the vehicle, the description, weight, quantity and dimension of the material and obtain clear acknowledgement indicating the type and registration no. of the vehicle, the description, weight / quantity of the material unloaded on the GC from the consignee with date and their seal. If acknowledgement is obtained for the consignment booked in Trailer for Lorry or Open Truck the freight at Lorry rate only will be settled. The acknowledged GC Note should not be mutilated. If any damage, shortage is noticed at the destination point , the cost of the same will be recovered from the Carrier's Bills.

- e) More than one delivery/collection at the same destination point of collection should be accepted, while the GC is to be prepared separately for each consignment giving cross reference on the GC, the bill should be submitted for one load only enclosing all the GCs involved. Collected in one destination and delivered in various destination, billing could be done separately for payment.
 - f) Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport carrier on this account will not be entertained.
 - g) The G.C.Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment should be covered by G.C. Note.
- 16** a) Carriers should also have mechanical handling facilities like pulley block etc., for loading/unloading and a weighing machine to weigh all consignments of minimum of One MT at least at Ranipet Branch.
- b) Wherever single piece consignment weighing 500 Kgs. and more, upto 1000 Kgs., it is the responsibility of the concerned Carrier to load / unload at Carriers godown while collection by BHEL or booking through collection agents.
- 17** Lashing and securing of 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., as 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.
- 18** Loading and unloading at BHEL / Vendors / Sub-Contractors / Sites will be taken care of by the respective Agency. However, loading and unloading at other intermediate places will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.
- 19** a) While accepting the consignments for transportation, the Carriers should ensure, that all necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- b) Any detention on this account will be the Carriers' responsibility.
- c) 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.
- d) 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.
- 20** a) Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise

Invoice is not obtained from the Suppliers along with the consignment, an endorsement EXCISE INVOICE NOT RECEIVED should be made in the Lorry Way Bill.

In case of doubt as to the freight to be claimed, etc., it must be brought to the notice of the Officials concerned before the vehicle moves out.

- b) In case Excise Duty is not applicable, it should be mentioned in the GC Note.
 - c) In case if Free issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.
 - d) Consignment without BHEL Purchase Order reference should not be collected/delivered at BAP/Ranipet without any written permission from Stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- 21.** The documents handed over at the booking points and meant to be handed over to the consignee such as IRIS, DELIVERY CHALLAN, INVOICE, DUPLICATE / TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- 22.** a) The transport carrier should ensure the collection of Form 31 or state entry road permit applicable form at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of concerned officials of Stores and Shipping, BHEL Ranipet by the transport carrier concerned.
- b) Wherever FORM 31 /state entry road permit applicable form 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.
- 23.** The carriers at the time of booking of the consignments should mark each and every package with LWB/GC No. etc., wherever necessary, so that the items are identifiable at the time of transshipment/delivery.
- 24.** a) The contractors shall provide necessary vehicles of suitable size and quality for the transportation of consignments, such as Machinery, 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.
- (i.e.) 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.

- b) Carriers are enlisted based on the original documents such as IBA APPROVAL, RC BOOK, PERMIT, ROAD TAX etc., However, during the currency of the contract period BHEL has the right to inspect the original documents as produced during initial verification and if found not to be in order, the contract will be terminated .**
- c) The carrier should feed systematic information viz. GC note No. & Date , booking stations, delivery date with place of delivery to BHEL-Stores-Logistics and user Department in regard to inward, outward and any where to anywhere (Direct To Site) consignments within 15 days, failing which BHEL reserves the right to stop further loads.
- .d) In case of any place to any other place (Direct To Site) consignments or in such consignments where freight is payable by the Customer (To-Pay / Consignee), if the same is not able to be delivered within 15 days from the date of receipt of materials at godown / booking office situated anywhere in India or at any place nearer to BHEL site, it should be brought to the notice of Stores within 30 days and the monthly statement shall be sent to Stores Department regularly.
25. 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.
26. 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.
27. a) 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.
- b) 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.
28. Where BHEL intends to depute an escort for certain important consignments, he should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
29. a) In regard to the weight of the consignment booked, especially in case of outward dispatches, the BHEL design weight will be the authorized weight for freight billing wherever design weights are available (unless of course there is any clerical error).
- b) However if the excess weight is noted by the Carriers within Ranipet limit, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary verification and certification.

- c) If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be countersigned by the consignor at the destination.
 - d) If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained.
 - e) Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis by the User Department.
- 30.** 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.,
- 31.** a) All consignments should be transported through the shortest route and freight payment will be restricted to the same.
- b) Where adoption of longer route becomes necessary:-
- for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be authorized and fixed before dispatch.
- The Contractor, in such cases shall furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route, if any filling of Diesel etc., along with his bills establishing the fact that he has used the longer route, so authorized.
- 32.** The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition). or by any other method such as internet etc. The decision of BHEL in this regard will be final and binding.
- 33.** The movement of consignments includes sizable quantum of materials and components/sub-assemblies for which the freight charges will be paid by various BHEL customers to the carriers directly. In such cases also, the carriers under this contract, must claim the freight only at approved rates payable under this contract, and any excess claim will be restricted to the approved rates only. If the carrier continues to make excess claims, such a conduct will reflect on the performance leading to de-listing from the registration.
- 34.** a) The carriers under this contract should agree for freight to be paid by BHEL/Customer at the approved rates and conditions.
- a) In case of movement of consignment by BHEL on Customer To-pay basis through BHEL approved carrier, the transport carrier should not enter into separate contract with the Customer/Vendor. In such cases if any violation is brought to the notice of BAP Ranipet ,the same will be viewed seriously, leading to immediate suspension of the contract with the transport carriers concerned without any notice and eventually termination of the contract as per agreement.
- c) 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.

- 35** The General and Special Conditions & additional operating conditions of Contract are complementary to each other and where they are in conflict the Special Conditions & additional operating conditions of contract shall prevail. The Tender notice containing various instructions and condition shall form a part of the contract.
- 36** The performance of the Transport Carrier under this contract shall be monitored by the respective User Department in respect of Inward, Outward and anywhere to anywhere dispatches. Review of such performance will be made by USER Department , BHEL, Ranipet. In the event of performance being not satisfactory by any carrier even in any one of the categories of the dispatches (Inward, Outward and anywhere to anywhere dispatches), suitable action will be initiated against such carrier, which may even lead to suspension/termination and de-listing from the registration.
- 37.** Performance Evaluation of the Carriers will be done through system on monthly basis based on the following Factors.
- 1) Response time (On time in full)
 - 2) Delivery of the consignment as per contract conditions
 - 3) Safe delivery of consignment without any damage.

If the Carrier 's performance is less than 75% ,the carriers shall be put on temporary hold / suspension / termination as decided by BHEL.
