



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014
Phone : 0431 – 2571579, 2571519

E.mail : aitrc@bheltrv.co.in
Website : www.bhel.com

WORKS CONTRACTS MANAGEMENT

Ref: WCM/16-17/4045E

08.08.2016

NOTICE INVITING TENDER

Sealed Tenders are hereby invited from financially sound & experienced Transport Carriers for transportation of 100MT of Lignite from Tadkeshwar Lignite Mine, Mangrol, Surat Dist., to BHEL Trichy by engaging suitable vehicles such as Truck / Taurus / Tippers etc.

The tender documents comprise the following:-

AA. This Covering letter : WCM/16-17/4045E dt. 08.08.2016

BB. Part-1 – Techno Commercial Bid

The techno commercial bid comprises the following documents:-

Annexure-TI	:	Specific Guidelines
Annexure-TII	:	Pre-Qualification Criteria
Annexure-TIII	:	Special Conditions of the Contract
Annexure-TIV	:	General Terms & Conditions of the Contract
Annexure-TV	:	Safety Conditions
Annexure-TVI	:	Operational Control Procedures

CC. Part-2 – Price Bid

The price bid comprises the following documents:-

Annexure-PI : Price bid proforma

Kindly note that the bidders have to submit Part-1 and Part-2 at the same time. The Part-1 will be opened initially. The price bids (Part-2) of the technically qualified carriers only will be opened for further processing.

The details of the tender opening are given below:-

SL NO	DESCRIPTION	DETAILS
1	Last date of receipt of Tender (Part-1 & Part-2)	10:15 hrs on 16.08.2016
2	Date & Time of opening of Techno Commercial Bid (Part-1 only)	10:30 hrs on 16.08.2016
3	Date & Time of opening of Price Bids (Part-2)	The date/time of opening of Price Bids will be intimated to all the technically qualified carriers at a later date by BHEL.

Any offers received beyond the due date/time as mentioned above will not be considered for evaluation.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) of ₹ 10,000/- (Ten Thousand Only) separately by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

SUBMISSION OF PRICE BID

Totally there will be THREE separate covers viz., (i) EMD, (ii) Techno Commercial Bid and (iii) Price Bid Cover and all these three covers shall be placed in a **single strong cover**, to be sealed and affixed with the official seal of the carrier and to be sent to the following Address.

SDGM / Works Contracts Management
First Floor, Bldg. No. 53
High Pressure Boiler Plant
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014.

The Cover should be duly superscribed with the Tender No., due date and time of opening. If this is not done properly by the Bidders, BHEL is not responsible for the same, and such Tenders will be disposed of as per the procedure / practice followed at BHEL.

First the EMD cover will be opened, and only if this is found in order, then the Techno Commercial cover will be opened; otherwise the total offer submitted will be rejected.

Please note that this is only a request for an Offer and not a Contract.

(Jagannadha Rao A V)
SDGM / WCM
Bharat Heavy Electricals Limited
Tiruchirapalli – 620 014
Email: aitr@bheltry.co.in

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016

SPECIFIC GUIDELINES

1. SIGNING THE TENDER DOCUMENTS

1.1.1 The tender & all other connected documents 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, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.

2. PRICE QUOTING

2.1 Quoting best lowest rate and the sanctity of the L1 status.

2.1.1 Quoting the lowest best rate is a must against this Tender. However, Transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirements or shun away from doing business with BHEL on some pretext or other, and 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 will exercise their right in taking severe action under Contractual obligations including legal action against those Transporters.

3. METHOD OF EVALUATION OF PRICES

3.1 Price Bid Opening

3.1.1 BHEL will finalize the rates through paper price bid opening. Hence Tenderers are requested to give their best prices at the first instance itself.

3.1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

3.1.3 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not to consider the same for award of Contract, despite the price being L1 in the Tender.

3.1.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender

3.2 Ranking

3.2.1.1 The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., exclusive of Service tax & Octroi will be the basis for deciding the rank of the Bidder in the Rate schedules.

3.2.1.2 The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.

3.2.1.3 In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Bidder will be on lot system in the presence of the bidders who attend the price bid opening.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4. NUMBER OF CARRIERS REQUIRED FOR OPERATION

- 4.1.1 BHEL requires only one Carrier (L1 Carrier) for executing the subject scope of Work. Hence the 100% of the work will be handed over to the L1 bidder if the rate is acceptable to BHEL.

5. PROCEDURE TO SUBMIT OFFERS/TENDERS :

- 5.1 The bids shall be submitted in two parts namely

- (i) Techno- Commercial Bid and
- (ii) Price Bid.

- 5.2 Techno - Commercial Bid

Techno Commercial Bid should consist of the following. Bidders should essentially submit / comply with /ensure the following are in the Techno-commercial bid.

- 5.2.1 EMD of Rs.10,000/- (Ten Thousand Only) separately by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

- 5.2.2 Techno Commercial Bid consisting of the following documents, shall be duly signed & stamped by the Bidder in all the pages and submitted in full, in token of the acceptance of the same.

Annexure-TI	:	Specific Guidelines
Annexure-TII	:	Pre-Qualification Criteria
Annexure-TIII	:	Special Conditions of the Contract
Annexure-TIV	:	General Terms & Conditions of the Contract
Annexure-TV	:	Safety Conditions
Annexure-TVI	:	Operational Control Procedures

- 5.2.3 The Photostat copies of all the supporting documents enclosed shall be **self-attested by the bidders** concerned

- 5.2.4 All the above documents shall be kept in a common sealed cover and to be submitted super scribing name of the Bidder and “Techno Commercial Bid for Tender No.WCM/16-17/4045E dt. 08.08.2016”

- 5.2.5 Offers without relevant main / supportive, documents are liable to be rejected.

5.3 Price Bid

- 5.3.1 The price bid in the proforma enclosed shall be placed in a separate cover super scribing name of the Bidder and “Price Bid for Tender No.WCM/16-17/4045E dt. 08.08.2016”

5.4 EMD

- 5.4.1 The EMD shall be placed in a separate cover super scribing name of the Bidder and “EMD for Tender No.WCM/16-17/4045E dt. 08.08.2016”

- 5.5 All the above three covers covers, shall be place in a common big cover and sealed and super scribing name of the Bidder and “ Offer for Tender No.WCM/16-17/4045E dt. 08.08.2016”

6. WITNESSING THE TENDER OPENING

- 6.1.1 The representative of the Bidder, who chooses to witness the tender opening, may have to produce the Authorization Letter, as per the **enclosed Proforma-I**, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender.

- 6.1.2 Only one representative from one Bidder will be allowed to participate in the tender opening.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

7. MICRO SMALL AND MEDIUM ENTERPRISES (MSE)

- 7.1 **In line with Gazette notification issued by Ministry of Micro Small and medium enterprises on MSE suppliers, the following special provisions shall be applicable.**
- 7.1.1 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- 7.1.2 Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
- 7.2 ***In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.***
- 7.3 **MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either**
- 7.3.1 EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or
- 7.3.2 Valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over.
- 7.3.3 Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid).
- 7.4 Non submission of such documents will lead to consideration of their bid at par with other bidders and MSE status of such suppliers shall be shifted to NON MSE suppliers till the supplier submit this documents
- 7.5 Documents should be notarized or attested by a Gazetted officer
- 7.6 **Definitions of MSEs owned by SC/ST is under:**
- 7.6.1 In case of proprietorship firm, proprietor must be SC/ST.
- 7.6.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- 7.6.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 7.7 Authorized Offices to Issue SC/ST certificate.
The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 7.7.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 7.7.2 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 7.7.3 Revenue Officer not below the rank of thasildar.
- 7.7.4 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 7.7.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

8. BHEL's FRAUD PREVENTION POLICY

- 8.1 The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

9. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

- 9.1 Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

10. GENERAL INSTRUCTIONS

- 10.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding Service Tax and Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 10.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 10.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 10.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 10.5 The rates shall be quoted only in the schedule attached, both in words and figures. If there is a discrepancy between word & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 10.6 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 10.7 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.
- 10.8 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the tender on any account)
- 10.9 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, outrightly, at any point of time during the evaluation process.
- 10.10 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 10.11 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 10.12 Should a Bidder's or a Contractor's or in the case of a firm or company of Applicant/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 offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled
- 10.13 The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work

11. VALIDITY OF OFFERS :

- 11.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.

12. EMD/ SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF

- 12.1 After opening the Tender, if the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
- 12.2 If 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 it will be taken as -within 15 days- after award of Contract.
- 12.3 After issuance of LOI by BHEL, if the Carrier fails to submit Security Deposit, fails to execute Contract Agreement (if applicable), after award of Contract.

13. SPECIAL INSTRUCTIONS

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

- 13.1 Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers are required to comply with the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date.

- (a) **Motor Vehicles Act, 1988**
- (b) **Central Motor vehicles Rules, 1989**
- (c) **Other Central Rules, Notifications**
- (d) **Tamil Nadu Motor Vehicle Rules, 1989**
- (e) **Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989**
- (f) **Tamil Nadu State Transport Appellate Tribunal Rules, 1989**
- (g) **Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases**
- (h) **Road Transport Corporations Act, 1950**
- (i) **Carriage by Road Act, 2007**

- 13.2 The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 13.3 The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
- 13.4 Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Contract, in case of award of Contract, will ensure that overloading of vehicles is absolutely stopped.
- 13.5 The Transport Carriers/Fleet Owners, in case of award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
- 13.6 It has to be noted that if the vehicles deployed for transportation are certified and in good condition and if over loading is stopped, there is no reason for transit delays, brake down or accident.
- 13.7 In the Techno Commercial Bid, the minimum eligibility criteria have been prescribed for technical qualification only. However, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL.
- 13.8 BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
- 13.9 Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment. Even, in case where the Bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.
- 13.10 The Bidder is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.
- 13.11 BHEL will have the right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and RTA Rules.
- 13.12 The Transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Transporter. BHEL, Trichy is not responsible for any injuries to the Transporter's personnel inside the company premises.
- 13.13 In case of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates, market conditions or any other extraneous causes etc., for nonperformance against the Rate Contract.
- 13.14 It may please be noted that merely quoting against this Tender does not automatically entail the Transport Carrier for award of Contract in all segments of business/applications. It would be the prerogative of BHEL to consider only as many number of Transport Carriers as may be required, for a particular category/segment based on the requirements / and Tender Conditions. BHEL will have the right to restrict the number of Transport Carriers in the Contract / delist in case of non-performance/Cancel Rate Schedules etc.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 13.15 The Transport Carriers/Fleet Owners who wish to participate in this Tender have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted/vitiated.
- 13.16 In case of Award of Contract, BHEL will critically look at the performance of the Transport Carriers, by their prompt response and safety in transportation. If the Transport Carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

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

hereby authorizing (name of the
representative) to participate in the tender opening of BHEL Trichy Tender No.

WCM/16-17/4045E dt.08.08.2016.

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

(Signature of the representative)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016

PRE QUALIFICATION CRITERIA

1. EARNEST MONEY DEPOSIT (EMD)

- 1.1 EMD of **Rs.10,000/-** (Ten Thousand only) by way of Demand Draft shall be enclosed along with the offer by the Bidders.
- 1.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Bank, preferably Nationalized Banks in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy

2. FINANCIAL SOUNDNESS

- 2.1 Average annual financial turnover (**in the transportation field - with respect to freight revenue only**) for last three years i.e. 2012-13, 2013-14 & 2014-15 shall be **minimum ₹1,49,550/-**. Balance sheet and profit and loss account/Income statement should be submitted along with the offer.
- 2.2 A photo copy of PAN Card shall be enclosed along with Techno commercial Bid

3. EXPERIENCE

- 3.1 Bidders should have the experience in the field of **Transportation of industrial goods**. The documentary proof of having experience as above shall be enclosed along with Tender. The proof **must** be the **copies of work order with work/job/service completion certificates for the transportation done on or after 01.04.2009, duly signed by the agency who has engaged the Transporter**.
- 3.2 Experience of having successfully completed transportation during last 7 years ending 30.01.2016 should be either of the following:-
 - 3.2.1 Three completed works costing not less than the amount equal to ₹ 1,99,400/-
 - 3.2.2 Two completed works costing not less than the amount equal to ₹ 2,49,250/-
 - 3.2.3 One completed works costing not less than the amount equal to ₹ 3,98,800/-
- 3.3 In case of Private Customers giving experience certificate, **the TDS Certificate or Form 26AS** from those companies shall be enclosed along with the experience certificate. Private Customer's experience certificate without TDS Certificate will not be considered as experience.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. SCOPE OF WORK

- 1.1 Transportation of 100MT of Lignite from Tadkeshwar Lignite Mine, Mangrol, Surat Dist., to BHEL Trichy.
- 1.2 Details of responsibilities of the service provider including but not limited to the following:
 - 1.2.1 Contractor shall coordinate with Tadkeshwar Lignite (TL) supplier for issuance of Delivery Order (DO)
 - 1.2.2 Coordination with TL supplier for loading of good quality lignite from mines.
 - 1.2.3 Contractor is expected to monitor and report probable expected time of arrival of trucks/tippers at the destination based on the tracking of the vehicle movement and BHEL reserves the right to seek such information from the Contractor on as and when required basis. Any other documents, permits required for transport to be arranged by the contractor.
 - 1.2.4 Charges towards weighing of lignite, charges towards toll bills, transit insurance or any miscellaneous charges for transport are in the contractor's scope
 - 1.2.5 During lignite transportation from Mines, it is the Contractor's responsibility to ensure the compliances of Central/State Pollution Control Boards and other statutory compliances for vehicular movement by RTO of the State.
 - 1.2.6 Any workmen has to be arranged by the contractor
 - 1.2.7 The contractor has to arrange for insurance, PF and their statutory requirement to the workmen.
 - 1.2.8 The contractor to take all the necessary safety measures
 - 1.2.9 Contractor shall take due care to protect the lignite against rain, fire, damage, theft, pilferage etc. and shall be responsible for damages/ shortages arising there from and shall indemnify BHEL for such losses. Contractor undertakes that BHEL shall have the right and be entitled to deduct the amount of such losses or damages from the bills/ security deposit.
 - 1.2.10 In case of accident of vehicles, Contractor shall provide immediate transshipment of lignite through alternate replacement vehicles at his own cost. Contractor shall take responsibility of reporting accidents, loss and theft, damage of the cargo or any other similar incidents to the originating point & destination point and BHEL.
 - 1.2.11 All resources such as manpower, vehicles (trucks/ tippers), consumables, fuels etc. required for execution of job shall be in the contractors scope.
 - 1.2.12 Contractor shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the Motor Vehicles Act.
 - 1.2.13 Contractor shall ensure that all valid documents like registration of vehicles, permits, insurance and PUC certificate applicable as per the law of land must be available with the vehicles at all the time.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 1.2.14 Contractor shall have to ensure that the all the drivers must possess valid driving license and same shall be produced by the driver to BHEL's representative whenever required.

The scope of work & responsibilities has been detailed as above but in case any items is omitted from the scope of Work or responsibilities but otherwise required to complete the work then such items shall be deemed as included in the scope of work or responsibilities without any additional financial liability to BHEL.

2. RATE BASIS

2.1 FIXED RATE

- 2.2 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract without price Variation.

2.3 TAXES AND DUTIES

- 2.3.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.

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

2.4 OCTROI CHARGES:-

- 2.4.1 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.

- 2.4.2 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 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. However for Online Road Permit cases, the permit may be issued at enroute / checkpost.

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

3. TENURE OF CONTRACT

- 3.1.1 The Transport Contract is valid for 4 months from the date of LOI / award of Contract by BHEL, Trichy to till lifting of the subject consignments

- 3.1.2 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.

- 3.1.3 The Contract period may be extended for another 2 months on the same terms & conditions at BHEL's option

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4. TYPE OF VEHICLE TO BE PLACED

- 4.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 4.2 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. 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 License shall be produced for verification.
- 4.3 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. 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 remedy, to proceed against the Contractor.

5. TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

5.1 TRANSIT TIME

- 5.1.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.
- 5.1.2 The permissible travel of vehicle per day is 300km.
- 5.1.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- 5.1.4 **Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers**
- 5.1.5 For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 500km and the permitted travel per day is 300km per day. Accordingly the transit time is 1.67 days (500/300). Hence 2 days shall be considered as transit time
- 5.1.6 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

5.2 PENALTY FOR DELAYED DELIVERY

- 5.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **2% of the freight per Week or part thereof** subject to maximum of 30% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.
- 5.2.2 However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 5.2.3 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.
- 5.2.3.1 Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

6. TRANSHIPMENT AND PENALTY

- 6.1.1 BHEL expect the consignments to be transported in the same vehicles without transshipment en route.
- 6.1.2 If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR WCM in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.
- 6.1.3 If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
- 6.1.4 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.
- 6.1.5 Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers.

7. DETENTION CHARGES

- 7.1 Detention Charges is not applicable at the loading points.
- 7.2 However Detention charges at the unloading point / BHEL Trichy shall be paid extra as given below, if the vehicles are not unloaded & released within the third day of reporting, then from 4th day onwards detention will apply at the rate of ₹1500 per day
- 7.3 **Detention at en-route:-** If vehicle is detained en-route / check posts for want of Road Permit Form, Noncompliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable on certification by an executive of Commercial / end user not below the rank of DGM (based on the documentary evidence such as GPS report, toll receipts, email from the Transport Carrier etc.).
- 7.4 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.
- 7.4.1 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from Site, to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 7.4.2 Detention beyond 30 days shall be considered after necessary approval from AGM / CR.
- 7.4.3 However, no detention charges will be payable for Sundays & General Holidays if the vehicles report on Sundays & General Holidays.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

8. BILLS & PAYMENT

8.1 Time of Submission of freight bills

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

8.2 Mode of Payment

8.2.1 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.

8.2.2 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.

9. RISK PURCHASE

9.1 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 an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

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

9.3 Risk purchase will not be imposed to the Carriers who have placed the minimum monthly requirement as given in load distribution clause.

10. MOTOR VEHICLE ACT

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

11. LOADING AND UNLOADING

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.

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.

Handling and transshipment shall be done at the authorized transshipment center with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

12. TRANSIT CONDITIONS

12.1 TRAFFIC REGULATIONS & REQUIREMENTS:

- 12.1.1 The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 12.1.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 12.1.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.
- 12.1.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 12.1.5 The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
- 12.1.6 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 12.1.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 12.1.8 Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 12.1.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 12.1.10 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety

12.2 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 12.2.1 The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

12.3 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -

- 12.3.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 12.3.2 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.
- 12.3.3 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 12.3.4 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 12.3.5 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

12.4 SAFETY OF CONSIGNMENT:

- 12.4.1 The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 12.4.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- 12.4.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 12.4.4 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 12.4.5 Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 12.4.6 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

13. STATUTORY OBLIGATIONS OF TRANSPORTER:

- 13.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 13.2 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 13.3 The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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

14. JOURNEY MANAGEMENT

- 14.1 The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter should provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis.
- 14.2 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.
- 14.3 Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

15. ROUTE, SURVEY, PERMIT etc.

15.1 ROAD SERVEY

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

15.2 PERMIT

- 15.3 If required, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
- 15.4 The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.
- 15.5 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.
- 15.6 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

16. INSURANCE COVERAGE AND CLAIM

16.1 Insurance

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

16.1.1 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.

16.1.1.1 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

16.1.1.2 The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

16.2 **Damage / Loss**

16.2.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or WCM within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or WCM, as applicable.

16.2.2 On receipt of this information, BHEL Trichy (Logistics / WCM) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Logistics / WCM so that further action will follow.

16.2.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Logistics shall process the bills accordingly.

16.3 **Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.**

16.3.1 Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done inline with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be outrightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

16.4 **Accidents**

16.4.1 All accidents at any point shall be reported to agency concerned and WCM in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

16.4.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and WCM for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

16.4.3 The freight payment upto the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

17. 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.

17.1 Security Deposit Amount

Total Contract Value	Security Deposit Amount
Up to ₹10 lakhs	10 % of the Total Freight Value
Above ₹10 lakhs up to ₹ 50 lakhs	₹1 lakh + 7.5 % of the freight amount exceeding ₹10 lakhs
Above ₹50 lakhs	₹4 lakhs + 5 % of the amount exceeding ₹50 lakhs

17.2 Mode of Remittance of Security Deposit

- 17.2.1 Cash (as permissible under the Income Tax Act)
- 17.2.2 Pay Order, Demand Draft in favour of BHEL.
- 17.2.3 Local cheques of scheduled banks, subject to realization.
- 17.2.4 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).
- 17.2.5 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 17.2.6 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.
- 17.2.7 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.
- 17.2.8 Acceptance of Security Deposit against Sl. No. (17.2.4) and (17.2.6) 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.
- 17.2.9 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**

17.3 Refund of Security Deposit

- 17.3.1 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.
- 17.3.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

18. GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-

18.1 GC / LR / LWB

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

18.2 EXCISE INVOICE

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

18.3 DELIVERY AGAINST CONSIGNEE COPY

Except despatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed.

19. DESPATCH & ENROUTE DOCUMENTS

19.1 Despatch Documents

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

19.2 En-route Documents

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

20. VEHICLE MONITORING

Monitoring of BHEL consignment should be made by the Carriers through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Carriers only.

In all the Vehicles the Transporter shall fix GPS at his cost till delivery of the consignment. The position of the vehicle to be updated in VIS for information of BHEL Officials, on daily basis, which is essential.

21. EMS, SECURITY AND SAFETY REGULATIONS

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in loading area complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

22. ESCORT FOR CONSIGNMENTS

Where BHEL intends to depute an escort for certain important consignments, they 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.

23. INDEMNITY:

23.1.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

23.1.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

23.1.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

23.1.3.1 Observance of Labour & Industrial Laws.

23.1.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

23.1.3.3 Documentary compliance relating to freight billing.

23.1.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

24. ARBITRATION

24.1.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Trichy in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 24.1.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Trichy, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.
- 24.1.3 The decision of the arbitrator shall be final and binding on both the parties.
- 24.1.4 The arbitration proceedings will be held at BHEL Trichy or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.

25. 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.

26. RIGHTS

- 26.1 BHEL may enter into parallel Contract simultaneously other than the carriers awarded under this Tender with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / consignment categories.
- 26.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- 26.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, Trichy has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
- 26.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.
- 26.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 26.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 26.7 It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
- 26.8 BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1 GENERAL TERMS:-

1.1 Definitions

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

- 1.1.1 The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.1.2 The "**Work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.1.3 The "**Contractor / Carrier / Transport Carrier**" 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 BHEL, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of BHEL authorized person, 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/WCM 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 Bidder with seal
(Authorized Signatory)

2 GENERAL CONDITIONS :-

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

2.1 Work to be carried out:-

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

2.2 Deviations:-

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SDGM/WCM. 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 Other Duties:-

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

2.4 Plant and Equipment:-

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

2.5 Assignment of Transfer of Contract:-

The Contractor shall not 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.

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

2.6 Compliance to regulations and by-laws:-

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

2.7 Security Deposit:-

The security deposit shall not carry any interest.

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

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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

2.8 Refund of Security Deposit:-

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

2.9 Orders under the Contract:-

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

2.10 Contractor's Supervision:-

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

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

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

The SDGM/WCM, 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:-

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

2.12 Precautions against Risk:-

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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

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

2.14 Laws governing the Contract:-

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

2.15 Cancellation of Contract for Corrupt Acts:-

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

If the Contractor shall:-

2.15.1 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

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

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:-

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

If the Contractor,

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

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

OR

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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.

2.16.2 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 SDGM / WCM 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 / WCM, or the same shall be recovered from the Contractor by other means.

2.16.3 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 / WCM, whose decision shall be final and conclusive.

2.17 Cancellation of contract in part of full for contractor's default:

If the Contractor:

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

OR

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

2.17.1 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 / WCM, 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 SDGM / WCM or the same shall be recovered from the Contractor by other means.

2.17.2 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 / WCM, whose decision shall be final and conclusive.

2.18 Termination of Contract on Death of Contractor. :-

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

2.19 Special Power to Termination:-

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

2.20 Submission of Bills by Contractor:-

2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time.

2.20.2 For BHEL Outbound despatches "Time Chart – indicating passing weight" shall be enclosed along with freight bills. In this case "Transport Coordination" has to check RC book weight carrying capacity and ensure over-loading is not done to avoid any unwanted issues during transportation from the statutory authorities etc.. For other than Trichy outbound despatches, Copy of RC Book shall be enclosed along with freight bills. Deviation from the items provided in the contract documents.

2.20.3 Extra items / new items of work.

2.20.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

2.21 Recovery from Contractor:-

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

2.22 Post Technical Audit of Work and Bills:-

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

2.23 Force Majeure Clause:-

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

2.24 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 authorized 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 authorized 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 authorized to do so, shall accompany the contract.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

2.25 Statutory Requirements:

- 2.25.1 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.
- 2.25.2 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.
- 2.25.3 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.
- 2.25.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.25.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

2.26 Registers & Records:-

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

2.27 Remote Transactions:-

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

2.28 Change in Constitution of Firm:-

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

2.29 Lien of Consignments:-

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

2.30 Employer Interests:-

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016

SAFETY CONDITIONS

1 Special Safety Conditions for transportation of coal / lignite

"The CONTRACTOR will strictly conform to all the laws and provision of The Coal Mine Regulations 1957, The Mines Act 1952, and all relevant rules, by-laws and other Statutory provisions as ones existing now or as may be introduced later as well as those orders of Govt. of India or State pertaining to transportation of hazardous goods as applicable to EMPLOYER (BHEL) and the Rules and Regulations framed under the said Acts. If any amount becomes payable by EMPLOYER as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, By-laws or the Orders made thereunder, such amounts shall be recoverable from the CONTRACTOR. Any consequences arising out of non-compliance of Safety Provisions will be at the CONTRACTOR's sole risk and cost. The CONTRACTOR will maintain all the statutory registers under the above Acts and Regulations and will submit the same on demand by the Engineer in-charge/BHEL/CR."

"The vehicles which are engaged for transportation of coal/lignite from mine and which are to pass over public road should be covered effectively to prevent spillage / pollution of lignite on the road right from mines' premises"

2 General

2.1 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 the loading premises

- a. The vehicle should not travel at more than 20 kmph in the loading 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. Inside BHEL, Trichy, while reversing the vehicle or while crossing the security gate, only the driver is allowed to be in the Prime mover. The cleaner / helper has to guide the vehicle from outside.
- 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 Bidder with seal
(Authorized Signatory)


3. Logistics

- 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 Bidder with seal
(Authorized Signatory)

WCM/16-17/4045E dt.08.08.2016**OPERATIONAL CONTROL PROCEDURE**

 70-943/A	HEALTH , SAFETY & ENVIRONMENTAL MANAGEMENT SYSTEM	Rev.	002
		Date	13.12.14
OCP:LOG:001:S	OPERATIONAL CONTROL PROCEDURE {Ref: HSEMS Manual Section 4.3.1.a & 4.4.6}	Page	1 of 1

- 1.0 Purpose : To ensure safety in transporting materials through Mechanical Vehicles.
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere.
- 3.0 Responsibility : Competent authority in LOGISTICS.
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:2007 – Clause 4.4.6
Central Motor Vehicles Act and Rules
Tender / Contract conditions 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 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	Logistics 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 Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Vehicle Owner / Transporter
16	Review of accidents/damages to materials	Logistics

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-PI

WCM/16-17/4045E dt.08.08.2016

PRICE BID

Sch No.	Scope	A approx. qty.	Rate per MT (₹) Excluding Octroi & Service Tax
1	Transportation of Lignite from Tadkeshwar Liginte Mine, Mangrol, Surat Dist., to BHEL Trichy by engaging suitable vehicles such as Truck / Taurus / Tippers etc.	100 MT	₹...../- per MT Rupeesonly.

Weighing charges, Toll charges, Service Tax and Octroi will be paid extra on submission of documentary evidence.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)