



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone: 0431 – 2571579, 2571607, email: krishnasamad@bheltry.co.in website: www.bhel.com

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER (NIT)

TENDER NO: WCM / 17-18 / 5024 dt.14.10.2017

Sealed tenders are hereby invited for the transportation of consignment through road by engaging Hydraulic Axle Modular Vehicles of suitable number of axles, suitable capacity prime mover along with necessary spacers and other implements.

SL No.	Description	Details
1	Closing Time / Date of Receipt of Offers	10:00 hrs. on 21.10.2017
2	Time / Date of opening of price bids	10:30 hrs. onwards on 21.10.2017
3	Contract Finalization	L1 of each consignment basis not on lump sum basis.
3	Validity of Contract	Both the consignments are required to despatch in October-2017. However the contract will be valid up to 31.12.2017 considering the exceptional cases.
3	Earnest Money Deposit (EMD)	₹ 4,000 (Please submit your EMD through Online) or Demand Draft for this sum should be drawn in favour of Bharat Heavy Electricals Limited, Trichy-620014, payable at Trichy, Tamil Nadu. Tender documents without EMD will be summarily rejected.
5	The Tender shall be addressed to	Dy.Manager/ Works Contracts Management Bldg.53 (R&D Building), Higher Pressure Boiler Plant Bharat Heavy Electricals Limited Tiruchirappalli – 620 014

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons therefor. This is only an invitation of Tender and not a Contract.

Important Note:

- 1. EMD and**
- 2. Price Bid should be submitted in separate Sealed Covers**

For BHEL, Trichy-14

DM / WCM
(Vijay Kumar)

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

PRICE BID

TENDER NO: WCM / 17-18 / 5024 dt.14.10.2017

A. From Chennai Port to Neyveli project

S.No	DESCRIPTION	Qty.	Weight (MT)	Length (m)	Width (m)	Height (m)	Lump sum Rate for two Boxes (excluding GST)
1	Wooden Boxes	2	37.50 (each)	5.82 (each)	3.70 (each)	4.50 (each)	₹/- Rupeesonly

Total Weight = 37.5 MT * 2 = 75 MT

Total Length = 5.82 m * 2 = 11.64 m

Both the consignments to be transported through Hydraulic Axle as per MoRTH guidelines.

Loading Address

Chennai Port

Contact Person

G. Vijay Kumar

Dy. Manager / FE & TPPO / MM / RM

Bharat Heavy Electricals Ltd.

94892 02869

Unloading Address

New Neyveli Super Thermal Power Project

ANNEXURE-III

Date :

Place:

Signature of the Applicant with seal
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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.

01. Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers/ Fleet Owners who would like to participate in this tender for road transportation 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**
02. 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
03. 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.
04. 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.
05. The Transport Carriers/Fleet Owners, in case of Award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves / vehicles but also other road users.
06. It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is stopped, there is no reason for transit delays, break down or accident.
07. 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.
08. 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.
09. The Bidder is responsible for any cost, either explicit or implied payable en-route and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.

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10. 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.
11. 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.
12. 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 non-performance against the Contract.
13. The Transport Carriers / Fleet Owners who wish to participate have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted / vitiated.
14. 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 fulfil/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.
15. **In case BHEL find/ notice that Carriers join together, form cartel, or influence others / new Carriers to submit offers in their favour, then BHEL will exercise their right to take severe action against such Carriers including legal action & permanent blacklisting / banning of such Carriers for BHEL's Business.**

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SPECIFIC GUIDELINES

1 QUOTING

Since this is a Limited Tender, only the Transport Carriers who are getting this Tender Enquiry through email, directly from BHEL, Trichy, are eligible to participate in this Tender. Unsolicited offer(s) will be summarily rejected.

2 METHOD OF EVALUATION OF PRICES

a. Price Bid Opening

- i. **BHEL will finalize the rates through paper price bid opening.** BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- ii. Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- iii. In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.
- iv. Price bid evaluation will be done consignment wise (for each consignment separately) and hence contracts will be awarded on consignment wise only.
- v. In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Transporter, for that rate schedule, will be on the basis of seniority of their registration with IBA i.e. senior will be given preference first and ranking will be decided accordingly.

3 SIGNING THE DOCUMENTS

- a. The BID & 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 the finalization and execution of the Contract.
- b. In case of Single Ownership / Proprietorship establishment, the BID shall be signed by the Owner / Proprietor Only. For this purpose, relevant documentary proof such as Auditor's Letter / Company Registration Documents etc., for proof of Ownership / Proprietorship shall be enclosed.
- c. In case of a Company, relevant extracts of AOA and /or MOA and / or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.
- d. In case the Bidder is a Partnership Firm under Partnership Act, the BID shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- e. A copy of the Partnership Deed and/or a copy of the Power of Attorney with self-certification shall accompany the BID.
- f. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

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4 PARTICIPATION

- a. Transporters who have been presently put under Hold by BHEL Trichy or De-listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office are not eligible to participate in this Tendering process. Also transporters on whom Show Cause Notice are served & banning action initiated by BHEL Trichy are not eligible to participate in this Tendering process. If any offer received from such Carriers will not be considered against this Tender and will be rejected.
- b. During the Tender finalization process also, if any bidder put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office, then the application of such Carriers will be rejected.

5 WITNESSING THE TENDER OPENING

- i. The representative of the Bidder, who chooses to witness the BID opening, may have to produce the Authorization Letter, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender.
- ii. Only one representative from one Bidder will be allowed to participate in the Tender opening.

6 BHEL's FRAUD PREVENTION POLICY

- a. 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.

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

- a. 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".

8 GENERAL INSTRUCTIONS

- a. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Tax & Octroi, in deploying the vehicles during the operation of Transport Contract for the specified time period from the date of LOI / award of Contract.
- b. The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination & the return trip.
- c. 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.
- d. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- e. If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious

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misplacement if the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- f. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- g. If there is a discrepancy between words and 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 subject of (e) and (f) above.
- h. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored. The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Terms & Conditions etc., as applicable) before submitting their tenders.
- i. In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- j. 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)
- k. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- l. If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- m. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- n. Canvassing in any form, in connection with the Tender is strictly prohibited and such tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of tender priorities. Should any information found to be incorrect subsequently, at any later time, the tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited.
- o. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- p. The tender schedule and the tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- q. All the required documents shall be filled in the same serial order as per the format/column of the tender. All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in the tender in the boxes provided. All the pages of tender documents are to be duly signed and stamped by the bidder.

9 E-CONNECTIVITY

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

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SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1 SCOPE OF WORK:

- 1.1 Transportation of single indivisible consignments weighing more than 35MT but less than 100MT, by Road, using Hydraulic Axles Modular Vehicles with prime Mover (Puller), required spacers, other implements etc.,

2 MOTOR VEHICLE ACT & CAPACITY OF AXLES

2.1 M.V. ACT

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

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

- 2.2.1 It is the sole responsibility of the transporter to place and transport the BHEL consignments through adequate number of suitable carrying capacity of Hydraulic Axles with suitable capacity prime movers & other implements, to suit the weight/dimensions of the consignment.
- 2.2.2 All BHEL consignments shall be transported only in fully insured vehicles. Any damage / loss and all consequential incurrence of expenditures due to wrong / improper deployment of vehicles and also violation / non-compliance of rules, laws, procedures connected is to the transporter's account.

3 RATE:-

- 3.1 **The rates agreed between BHEL and the transporter will remain firm during the total period of the contract without any variation in the price.**

3.2 TAXES AND DUTIES

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

3.3 OCTROI CHARGES:-

- 3.3.1 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.

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

4 ROUTE SURVEY, PERMIT ETC.

4.1 ROUTE SURVEY

- 4.1.1 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.

4.2 PERMIT

- 4.2.1 The transport carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of transport carrier. The carrier shall take care of all formalities/clearances from various authorities like Government departments, MoRTH, NHAI, PWD, Transport Commissioners, Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, Public Works Dept., Highways, Forest Irrigation, Police, and Regional Transport Offices etc. for speedy transportation.
- 4.2.2 The transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved including MoRTH Fee. 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.
- 4.2.3 Considering the strength and the traffic conditions of the roads, culverts and bridges and their safety and to facilitate smooth operation of Hydraulic Trailers for safe transportation of consignments where ever Government of India and or State Governments have laid down certain specific guidelines, notifications and procedures etc., the transport carriers / vehicle owners shall comply with such rules, regulations and procedures.
- 4.2.4 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles and pay MoRTH fee, if any, on his own Risk & Cost.

5 PENALTY FOR NON PLACEMENT OF AXLES IN FULL ASSEMBLED CONDITION

5.1 Notice Time for placement of Vehicles

- 5.1.1 **5 days** advance notice will be given to the L1 Carriers through Demand No. for placement of vehicle. If more than one demand is created within a span of 5 days, then the transport carrier will be allowed another 10 days from the date of last demand creation to arrange the vehicles against the demands raised so far.
- 5.1.2 The Carrier can place the hydraulic axles with prime mover in full assembled condition within this advance notice (including date of placement of axles in full assembled condition, weekly off & holidays).

Date :
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5.2 Penalty for delayed-placement of Vehicles

- 5.2.1 If the Carrier fails to place the vehicle within 5 days from the date of advance notice, then a lump sum penalty of **Rs.10000/-** shall be levied. Frequent non placement of vehicles will be viewed seriously. BHEL will take suitable penal action against such carriers including suspension / foreclosure / termination of the Contract.

6 TRANSIT TIME AND PENALTY

6.1 TRANSIT TIME

- 6.1.1 Transit period shall be reckoned based on average run of **80 KM PER DAY** for width of the consignment up to 3.5 meters and/or height of the consignment up to 3 meters. **50 KM PER DAY** will be allowed for the consignments of **width beyond 3.5 meters and/or height beyond 3 meters (ODC)**. Number of days will be calculated excluding date of dispatch / exit from our factory and date of report /delivery at destination.
- 6.1.2 Grace period for delay in obtaining permissions from RTA / MoRTH shall be provided on case to case basis and decided by Head of Logistics.

6.2 PENALTY FOR DELAYED DELIVERY

- 6.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **0.5% of the freight per day** subject to maximum of 30% of the total freight payable against a particular consignment.
- 6.2.2 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.**
- 6.2.3 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial at Trichy will be the basis for calculation of penalty.
- 6.2.4 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.

7 TRANSHIPMENT

- 7.1.1 BHEL expect the consignments to be transported in the same vehicle without transshipment en route. However, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER / LOGISTICS DEPARTMENT in advance and obtain prior permission from BHEL, not below the rank of AGM.
- 7.1.2 Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise.
- 7.1.3 Unauthorized transshipment will be considered as violation of Contract condition and suitable action will be taken as per BHEL's policy & guidelines.
- 7.1.4 **Penalty for transshipment without our prior approval will be 3 times of particular consignment order value.**

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8 DETENTION CHARGES

8.1 Payment of Detention Charges at Loading Point

8.1.1 Before loading the consignments, BHEL/Loading Agency will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the consignments will be loaded. After fulfilling these requirements, if the consignment is not loaded **within 5 days** (including date of placement of vehicle at loading point, weekly off and Holidays), for idling of the axles / prime mover / other implements / crew etc., detention charges shall be paid at the rate of **Rs. 6000/- per day**.

8.2 Payment of Detention Charges at Unloading Point

8.2.1 Efforts will be taken by BHEL to unload the material at unloading point immediately without any delay. However, in case of detention of the vehicle, with load, for more than 5 days (including date of reporting of vehicle at unloading point, Weekly off and Holidays) at the point of unloading, Detention Charges shall be paid at the rate of **Rs. 9000/- per day**

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

8.4 Eligibility for Detention Charges

- 8.4.1. If the vehicles report after 10 AM at loading point then the date of report shall be taken as 10 AM on the next working day for the purpose of payment of detention charges.
- 8.4.2. Detention at Site shall be paid based on the Gate Entry at Site / endorsement of any BHEL Site Officials with signature & official seal.
- 8.4.3. It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Shipping / Stores / Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be entertained.
- 8.4.4. However, no detention charges will be payable for the reporting day which falls on Sunday / General / Public Holidays.
- 8.4.5. Certification from the executive not below the Rank of DGM of user agency (Shipping / Commercial / MM / Others) is required for payment of Detention charges upto 30 days. For payment of detention Charges for more than 30 Days, Certification from the executive not below the Rank of AGM of user agency (Shipping / Commercial / MM / Others) is required.

9 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.

9.1 Security Deposit Amount

Total Contract Value	Security Deposit Amount
For all cases	5 % of the Total Freight Value

9.2 Mode of Remittance of Security Deposit

- 9.2.1 Pay Order, Demand Draft in favour of BHEL.
- 9.2.2 Local cheques of scheduled banks, subject to realization.
- 9.2.3 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

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- 9.2.4 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 9.2.5 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 9.2.6 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 9.2.7 Acceptance of Security Deposit against Sl. No. (13.2.3) and (13.2.5) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.
- 9.2.8 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit and EMD of the unsuccessful Tenderer will be refunded.**

9.3 Refund of Security Deposit

- 9.3.1 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.
- 9.3.2 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".

9.4 Forfeit of Security Deposit

- 9.4.1 In case, after Award of a Contract, if the Transport Carrier fails to perform, the Security Deposit will not be refunded.

10 RISK PURCHASE

In the event of any successful Tenderer's failure to fulfil 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.

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

11 BILLS & PAYMENT

11.1 Time of Submission

Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL.

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Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of Manager of the User Department / Shipping Logistics concerned.

11.2 Mode of Payment

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

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

12 INSURANCE

12.1 Transit Insurance

Transit insurance of the consignment under transportation by the transporter will be the 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 The Carriage by Road Act 2007.

12.1.1 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 Carriage by Road Act 2007 as amended up to date.

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

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

12.2 Damage / Loss

12.2.1 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 BHEL/LOGISTICS within a week of delivery and the transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or BHEL/LOGISTICS as applicable.

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

12.2.3 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 BHEL shall process the bills accordingly.

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(Authorized Signatory)

12.3 Open Delivery

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

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

12.4.1 Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However 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.

12.5 Accidents

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

12.5.2 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 BHEL/LOGISTICS as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and BHEL/LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.

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

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13 LASHING AND SECURING

- 13.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 13.2 The transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 13.3 The lashing of the consignment is to be carried out by the Transporter with suitable ropes / tapes and suitable number of locations. Chain Slings should not be used for lashing purpose. To avoid rubbing on the metal surface suitable rubber pad / packing shall be given between rope / tape and the job.

14 LOADING AND UNLOADING.

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

15 GOODS CONSIGNMENT NOTE & TAX INVOICE:-

15.1 GC / LR / LWB

- 15.1.1 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 15.1.2 The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, will take appropriate action.
- 15.1.3 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.
- 15.1.4 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
- 15.1.5 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.
- 15.1.6 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.

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15.2 TAX INVOICE

- 15.2.1 Duplicate Transporter Copy of Tax Invoice in respect of all GST items are to be invariably obtained from the suppliers and the Tax 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 Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'TAX INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.
- 15.2.2 In case GST is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 15.2.3 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 GST forms as applicable.

16 DESPATCH DOCUMENTS& ENROUTE DOCUMENTS

16.1 Dispatch Documents

- 16.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- 16.1.2 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 TAX 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.
- 16.1.3 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, LOGISTICS by the transport carrier concerned.
- 16.1.4 Wherever FORM 31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.
- 16.1.5 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.

16.2 Enroute Documents

- 16.2.1 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.
- 16.2.2 Any detention on this account will be the Carriers' responsibility.

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- 16.2.3 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.
- 16.2.4 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.

17 VEHICLE, CREW, MAINTANENCE AND STATUTOTORY REQUIREMENTS.

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

18 OWNERSHIP OF VEHICLES

- 18.1 BHEL prefer their consignments being carried in the contractor's own vehicles with valid permit, insurance etc. In case, any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior written permission from Shipping Logistics who will grant such permission.
- 18.2 It will be necessary that in case of hired vehicle, the Carrier should produce the agreement entered into between the tenderer and the owner of the vehicle to be used for the transportation.
- 18.3 The agreement shall spell out clearly that the maintenance and running of the vehicle shall be under the sole responsibility of the tenderer and the responsibility of the delivering the consignment in time shall be with the tenderer. The vehicle should not be withdrawn under any circumstances after loading the material till delivering the consignment at destination.
- 18.4 Should any dispute arise in their deal, it would be viewed with disfavor. In any case, the contractor will be solely responsible for the safe delivery of the consignment without prejudice to any other rights or any other remedy to proceed against the contractor.

19 VEHICLE MONITORING

- 19.1 Monitoring of BHEL consignment will have to be made through online web based system or by demand or means of GPS from booking till delivery of the consignment.
- 19.2 The GPS instrument must be provided by the Contractors at their cost and risk in all the vehicles which carries the subject consignments. The Contractor should ensure that the instrument for GPS is functional and not detached from the vehicle till it reaches the destination.
- 19.3 In addition to the daily reporting on the movement of loaded trailer, the Contractor should also give intimation to all concerned not more than six days in advance regarding the expected date of reaching of the vehicle at Site.

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- 19.4 **GPS is mandatory and payment will be made only if GPS website, user-id and password are provided in VIS before entry of the vehicle inside loading area and also BHEL should be able to track the vehicle from the start date to delivery date at destination. The website should be accessible to BHEL up to a minimum of 5 days from the date of delivery at destination.**

20 JOURNEY MANAGEMENT

- 20.1 The Bidder shall have latest system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis.

20.1 A COPY OF GPS REPORT TO BE SUBMITTED ALONG WITH FREIGHT BILL, OTHERWISE 2% PENALTY WILL BE DEDUCTED ON FREIGHT CHARGE.

Note: Report should be submitted date wise, if any interruption in the submitted GPS report between loading and unloading dates, it will be treated as en-route detachment of GPS device and the same penalty (2%) will be applicable for this case too. Transporters are required to give intimation within that day itself (on which, problem faced with GPS) to concerned end user and based on the approval / confirmation of the end user, the penalty of 2% can be avoided.

- 20.2 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.
- 20.3 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.

21 EMS, SECURITY AND SAFETY REGULATION

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

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

22 INDEMNITY:

- 22.1 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.
- 22.2 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.

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22.3 The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-

22.3.1 Observance of Labour & Industrial Laws.

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

22.3.3 Documentary compliance relating to freight billing.

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

23 ARBITRATION

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

24 JURISDICTION

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

25 RIGHTS

25.1 BHEL may enter into parallel Contract simultaneously with any number of transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

25.2 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.

25.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the transporter shall make good the balance amount by actual payment. In addition BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.

25.4 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

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forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.

- 25.5 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.
- 25.6 The transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 25.7 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.
- 25.8 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
- 25.9 BHEL may verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the transporters. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.

26 RESPONSIBILITY OF THE TRANSPORTERS

- 26.1 The Transporter is to satisfy himself regarding the condition of the Hydraulic Axles, their road worthiness, certification of fitness, from the Statutory Authorities and other such details, not specifically mentioned herein.
- 26.2 The Transporters should know the Route for this Tender, through which the subject consignment has to be transported, so that safety of the consignment can be ensured, prior to submission of Offer for transportation, is the sole responsibility of the Transporter.
- 26.3 The Transporter should adhere to all the conditions imposed by MoRTH (Ministry of Road Transport & Highways) while registering Axles
- 26.4 Obtaining permission for transportation of the subject consignment (of weight, specified in the Tender), from all Statutory Authorities like State Governments, Central Government, RTOs, NHAI, Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, PWDs, Forests, Irrigation, Police or any other Authority, specifically not mentioned herein, required for speedy and safe transportation of the consignment, is the sole responsibility of the Transporter.
- 26.5 Finalization of the States of India and Routes within the States, through which the subject consignment, is to be transported, or adoption of alternate methods / procedures / routes, to ensure safe transportation of the consignment, will be at the sole discretion of the Transporter.
- 26.6 BHEL shall not be responsible for and shall remain absolved of any complication, hardship, hindrance, financial or any other implications, not specifically brought out herein, in respect of any of the above clauses and as such shall not entertain any discussions /arguments /excuses / correspondence, in this regard.

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26.7 The Transporter has to clearly understand that once the offer is submitted and order is placed, for movement of the subject consignments, failure to place the required no. of Axles and move the Consignment, will be construed as non-compliance, on the part of the Transporter and BHEL will be free to resort to remedies, as deemed fit, including transportation of the consignment, through other means, at the risk of the Transporter, forfeit of EMD etc.

27 Important Notes:

27.1 LR Requirements.

In LR copies the “HYDRAULI AXLE TRAILER” seal should be affixed in bold Letters as detailed below. The same will be checked by our Logistics department before giving gate pass.

HYDRAULIC AXLE TRAILER

27.2 Uploading of Photographs of the vehicles with consignment in VIS:

A set of four photographs covering four sides of the vehicle loaded with consignments should be uploaded in VIS within **7 days** from the date of loading at the loading area and within **10 days** from the date of unloading at the unloading area. At least one of the photographs taken at both the loading and unloading areas should have the vehicle number clearly visible / identifiable. In at least one of the photograph taken at the loading area, the exit gate should be visible and similarly the entry gate / point should be visible at the unloading area.

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ANNEXURE-V

TENDER NO: WCM / 17-18 / 5024 dt.14.10.2017

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.

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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.

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 SGM/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 Octroi and Other Duties:-

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

2.4 Plant and Equipment:-

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

2.5 Assignment of Transfer of Contract:-

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

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

2.6 Compliance to regulations and by-laws:-

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

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2.7 Security Deposit:-

The security deposit shall not carry any interest.

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

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

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or 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 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.

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2.11 Labour:-

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

2.12 Precautions against Risk:-

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

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

The Contractor shall at his own expense reinstate and make good to the satisfaction of the 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

2.15.2 enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

2.15.3 obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

2.16 Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:-

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

If the Contractor,

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

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

OR

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

OR

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

- 2.16.3 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by 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.

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

- 2.17.1 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;
- 2.17.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;

Date :
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- 2.17.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by 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.
- 2.17.4 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.

2.20 Submission of Bills by Contractor:-

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

Date :
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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.

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, GST 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.

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

2.29 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:

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(Authorized Signatory)

ANNEXURE-VI

TENDER NO: WCM / 17-18 / 5024 dt.14.10.2017

SAFETY CONDITIONS

1 General

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

2. Handling of Vehicles inside BHEL Trichy

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

Date :
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3. Shipping

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


Date :
Place:

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ANNEXURE-VII

TENDER NO: WCM / 17-18 / 5024 dt.14.10.2017

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 Lorry Trailer, Hydraulic Axle Modular vehicles etc.
- 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 Applicant with seal
(Authorized Signatory)