



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**

Ref: WCM / 17-18 / 5026

01.01.2018

**OPEN TENDER INVITING TECHNICAL & PRICE BIDS**

SL No.	Description	Details
1	Closing Time / Date of Receipt of Offers	<b>10:00 hrs. on 20.01.2018</b>
2	Time / Date of opening of price bids	<b>10:30 hrs. onwards on 20.01.2018</b>

Sealed tenders are hereby invited for finalisation of contract for the transportation of consignments (Weight 35 to 99 MT) through road by engaging suitable vehicles (Hydraulic Axle Modular vehicles OR Mechanical vehicles) from BHEL Trichy and from sub-vendors works (in and around BHEL, Trichy within 60 km radius) to Chennai Harbour.

The quantum of for total transportation would be in the order of about **5,865 Metric Ton** approximately, for which approximately **120 vehicles** are required. The duration of the contract will be **upto November 2018** from the date of award of contract.

The transport carriers are advised to go through the terms & conditions and tender schedules enclosed carefully before submitting their BID.

The transport carriers may contact Sr. Engineer / WCM (Phone: 0431-257 1579 / 1607), M/s. Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Email: krishnasamad@bheltry.co.in / gopalk@bheltry.co.in for any clarification required in this regard.

This enquiry comprises the following documents:-

**(1) This Covering letter - Ref: WCM / 17-18 / 5026 dt.01.01.2018 (2) BID Documents**

- Annexure-I : Pre-qualification Criteria to be complied by the applicants.
- Annexure-II : General Details & Techno-Commercial Bid
- Annexure-III : Special Instructions
- Annexure-IV : Specific Guidelines
- Annexure-V : Special Conditions of the Contract
- Annexure-VI : General Terms & Conditions of Contract
- Annexure-VII : Safety Conditions
- Annexure-VIII : Operational Control Procedures

The bids shall be addressed to the undersigned.

(Vijay Kumar)  
Dy. Manager  
Works Contracts Management (WCM),  
1<sup>st</sup> Floor, Bldg No.53, HPBP,  
M/s.Bharat Heavy Electricals Limited,  
Tiruchirappalli – 620 014,

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**WCM / 17-18 / 5026 dt. 01.01.2018**  
**PRE QUALIFICATION CRITERIA**

**Important Note:-**

- (a) The applicant must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the BID submitted by the applicants.
- (b) **All the supporting documents enclosed shall be duly self-attested by the applicant concerned.**
- (c) All the information furnished / supporting documents enclosed by the applicants are taken to be authentic for evaluation of BID. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., banning, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.

**1. EARNEST MONEY DEPOSIT (EMD)**

- 1.1 EMD as per the following by way of SBI Collect / Demand Draft shall be furnished by the applicant along with BID.

Schedule	Applicable EMD (₹)
1	1,08,188
2	86,320
1 & 2	1,94,508

- 1.2 The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy
- 1.3 It is preferable to remit EMD Online through “SBI Collect”. In such case a printout of the e-receipt to be taken, signed by the bidder, and submitted in the EMD cover along with tender. In case of SBI Collect, vendor has to provide the tender reference number in the remark column.
- 1.4 Bids submitted without EMD will be rejected out rightly and their application will not be considered for further evaluation.
- 1.5 MSE vendors may avail intended benefits on EMD as per policy / guidelines.

**2. IBA RECOMMENDATION:**

- 2.1 The applicant should have an IBA recommendation number on the date of opening of BID. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this tendering process.
- 2.2 If the Bidder is possessing IBA number and if the validity of the IBA is expired (not more than 3 months as on tender opening date) and if the bidder has applied for renewal of IBA, such transport carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 2.3 Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- 2.4 In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and arrangement of alternate contract at their risk and cost on such carriers will be initiated.

### **3. AFFIDAVIT**

- 3.1 Applicant shall ensure furnishing an undertaking in the form of an affidavit (Proforma-I) on nonjudicial stamp paper valued ₹100/- and duly self-attested by the Bidder.

### **4. FLEET OWNERSHIP:**

- 4.1 The Tenderer should own a Minimum number of Vehicles as given below (Ownership either in the name of the Company or in the name of Partners (along with the partnership deed) / Directors) and all confirming to the relevant provisions of MV Act.

**For participating Hydraulic Axle vehicle category:**

Prime Mover / Puller : 5 Nos.

Hydraulic Axles : 30 Row of Axles

**For participating Mechanical vehicle category:**

Mechanical vehicles (having minimum carrying capacity of 50 MT) : 5 Nos.

- 4.2 **List of Vehicles** with Registration numbers is to be furnished along with Photostat copies of R.C Books of the Prime Movers, Axles and vehicles duly self-attested by the Bidder.

- 4.3 Also Self-Attested Gazette Notifications are to be enclosed.

### **5. Registration under CARRIAGE BY ROAD ACT 2007**

- 5.1 The Bidder should have CERTIFICATE OF REGISTRATION [ Rule 5 (1)] as per Section 3 of the Carriage by Road Act 2007

- 5.2 Copy of the valid registration certificate shall be enclosed along with techno commercial bid.

### **6. NO DEVIATION CERTIFICATE.**

- 6.1 The Bidder should furnish and enclose the “No Deviation Certificate” as per Proforma-2

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**AFFIDAVIT**

We .....(Name & Address of bidder) disclose/confirm the following:-

- (a) The details of our Group concerns or affiliates etc. who are also engaged in Transportation Business are given below:-

SL No	Directors / Partners / Company Name Deed registration applicable	DIN / PAN Number or Proprietor Name as Partnership number if applicable
1		
2		
3, etc.,		

\*\*Note: (i) If none of your Group concerns or affiliates etc. are also engaged in Transportation Business, kindly write "Not applicable" in the table cells.  
(ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

- (b) We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- (c) We confirm that other than us (.....*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (d) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including "Guidelines for Suspension of Business Dealings" without any liability for any compensation to us (-----*Name of bidder*) if,
- (i) BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)
- (ii) any document submitted by us was fake or forged (or)
- (iii) if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- (e) We confirm that we have not changed any information in tender documents submitted.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

<To be typed in Bidder's letter head>

**TENDER No.: WCM / 17-18 / 5026 dt.01.01.2018**

**NO DEVIATION CERTIFICATE**

This is to declare that we do not have any deviations to the tender terms and conditions as per the following:-

**AA. Covering letter** : WCM / 17-18 / 5026 dt.01.01.2018

**BB. Part-1 – Techno Commercial Bid**

**Annexure-I** : **Pre-qualification Criteria to be complied by the applicants**  
**Annexure-II** : **General Details & Techno Commercial Bid**  
**Annexure-III** : **Special Instructions**  
**Annexure-IV** : **Specific Guidelines**  
**Annexure-V** : **Special Conditions of the Contract**  
**Annexure-VI** : **General Terms & Conditions of the Contract**  
**Annexure-VII** : **Safety Conditions**  
**Annexure-VIII** : **Operational Control Procedures**

**CC. Part-2 – Price Bid**

The price bid comprises the following documents:-

**Annexure-P1** : **Price bid proforma**

And accordingly we accept all the Terms and conditions of Enquiry No: WCM / 17-18 / 5026 dt.01.01.2018 without any reservations whatsoever.

Yours faithfully,

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## 1 MICRO & SMALL ENTERPRISES (MSE)

- 1.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either valid UAM certificate or valid NSIC certificate.
- 1.2 Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 1.3 Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration
  - 1.3.1 Valid NSIC Certificate or
  - 1.3.2 Valid UAM certificate or
- 1.4 However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.
- 1.5 Definitions of MSEs owned by SC/ST is under:
  - 1.5.1 In case of proprietorship firm, proprietor must be SC/ST.
  - 1.5.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
  - 1.5.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 1.6 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.
  - 1.6.1 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.
  - 1.6.2 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
  - 1.6.3 Revenue Officer not below the rank of thasildar.
  - 1.6.4 Sub-Divisional officer of the area where the individual and / or his family normally resides.
  - 1.6.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
- 1.7 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be splitted, then MSE will be awarded atleast 20% of the total work.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## ANNEXURE-II

### WCM / 17-18 / 5026 dt.01.01.2018 GENERAL DETAILS

SL No	Description	Details
1	Name of the Transport Carrier (as registered)	
2	Address for Correspondence	
3	Status of the Company	<input type="checkbox"/> Public Limited / <input type="checkbox"/> Private Limited / <input type="checkbox"/> Partnership / <input type="checkbox"/> Single Ownership
4	Tele Phones	
4.1	Landline	Office (i) (ii)
		Residence (i) (ii)
4.2	Cell Phone	Office (i) (ii)
		Residence (i) (ii)
5	Fax Number	(i) (ii)
6	E-mail ID	(i) (ii)
Point No.1 to 5 are for information & future communication purpose only.		
Declaration by the applicant:  I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in Annexure-I to Annexure-IV, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly.  Date: _____ Signature & Seal of the applicant		

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**WCM / 17-18 / 5026 dt.01.01.2018**  
**TECHNO-COMMERCIAL BID**

SL No	Description	Details
1	Earnest Money Deposit (EMD) i) Schedule 1 : ₹ 1,08,188/- ii) Schedule 2 : ₹ 86,320/- iii) Schedule 1 & 2 : ₹ 1,94,508/-	DD No. & Date: Bank & Branch:  SBI Collect ref. no. & dt. :
2	IBA approval	IBA Number : Valid upto :
3	Affidavit	<input type="checkbox"/> Furnished <input type="checkbox"/> Not Furnished
4	Fleet Ownership	<input type="checkbox"/> Hydraulic Axle vehicles – 5 nos. <input type="checkbox"/> Hydraulic Axles – 30 rows of axles <input type="checkbox"/> Mechanical vehicles – 5 nos.
5	Gazette Notification along with RC book	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
6	No Deviation Certificate	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7	Registration under CARRIAGE BY ROAD ACT 2007	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	Number of suitable vehicles can be placed in a month	_____ vehicles for sch. 1 (minimum 3 vehicles) _____ vehicles for sch. 2 (minimum 3 vehicles)
9	Maximum number of vehicles can be placed throughout the period of the contract, if awarded	_____ vehicles (for schedule 1) (total requirement is for 86 vehicles) _____ vehicles (for schedule 2) (total requirement is for 34 vehicles)
<p>Declaration by the applicant:</p> <p>I declare that I am accepting all the Terms &amp; conditions of BHEL, on behalf of our Company, as given in Annexure-I to Annexure-IV, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms &amp; conditions of BHEL and signed the documents accordingly.</p> <p>Date: _____ Signature &amp; Seal of the applicant</p>		

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**WCM / 17-18 / 5026 dt.01.01.2018**  
**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. In the tendering Process, 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.
08. 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.
09. 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.
10. 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.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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.
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. 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.
14. It may please be noted that merely getting qualified based on the eligibility criteria does not automatically entail the Transport Carrier to be considered in all segments of business/applications. It would be the prerogative of BHEL to engage 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.
15. 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.
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 fulfil/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)

**WCM / 17-18 / 5026 dt.01.01.2018**  
**SPECIFIC GUIDELINES**

**1. SIGNING THE DOCUMENTS**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 A copy of the Partnership Deed and/or a copy of the Power of Attorney with self-certification shall accompany the BID.
- 1.6 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.

**2. PARTICIPATION**

- 2.1 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.
- 2.2 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 and tender will be finalized without considering their application.

**3. PROCEDURE TO SUBMIT APPLICATIONS:**

**This Tender consist of the following. Bidders should essentially submit / comply with /ensure the following while submitting their BID.**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 3.1.1 EMD of as following by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

Schedule	Applicable EMD (₹)
1	1,08,188
2	86,320
1 & 2	1,94,508

- 3.1.2 Application for tender 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-I	:	Pre-qualification Criteria to be complied by the applicants.
Annexure-II	:	Techno-Commercial Bid
Annexure-III	:	Special Instructions
Annexure-IV	:	Specific Guidelines
Annexure-V	:	Special Conditions of the Contract
Annexure-VI	:	General Terms & Conditions of Contract
Annexure-VII	:	Safety Conditions
Annexure-VIII	:	Operational Control Procedures

- 3.1.3 All the required documents shall be filed in the same serial as per the format/column of the application. **All the pages shall be serially numbered on the right hand side top corner.**

- 3.1.4 All the above documents shall be kept in a common sealed cover and to be submitted super scribing name of the Bidder and Tender No **WCM / 17-18 / 5026 dt.01.01.2018**. BID without relevant main / supportive, documents are liable to be rejected.

#### **4. WITNESSING THE TENDER OPENING**

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

- 4.1.2 Only one representative from one Bidder will be allowed to participate in the application opening.

#### **5. BHEL's FRAUD PREVENTION POLICY**

- 5.1 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.

#### **6. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**

- 6.1 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](http://www.bhel.com) on "supplier registration page".

#### **7. REVERSE AUCTION**

- 7.1 BHEL reserves the right to go for Reverse Auction (RA) instead of sealed envelope price bids.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 7.2 This will be decided after BID / techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 7.3 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction.
- 7.4 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

## **8. GENERAL INSTRUCTIONS**

- 8.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST, in deploying the vehicles during the operation of Transport Contract for the specified time period from the date of LOI / award of Contract.
- 8.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination & the return trip.
- 8.3 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.
- 8.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 8.5 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 misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 8.6 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
- 8.7 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 (a) and (b) above.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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)
- 8.12 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
- 8.13 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.
- 8.14 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 8.15 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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 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.
- 8.16 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.
- 8.17 The tender schedule and the tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 8.17.1 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. CONTRACT AGREEMENT**

- 9.1 The successful Bidder whose tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of ₹100/- (Rupees One Hundred only). The bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Tiruchirapalli-14 to ensure strict compliance with the provisions of the Contract. BHEL's communication / contact point will be the local office at Tiruchirappalli.

## **10. E-CONNECTIVITY**

- 10.1 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.

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 application opening of BHEL Trichy Tender No.

WCM / 17-18 / 5026 dt.01.01.2018

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

(Signature of the representative)

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**WCM / 17-18 / 5026 dt.01.01.2018**

**SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

**1 SCOPE OF WORK:**

- 1.1 Transportation of consignments (Weight 35 to 99 MT) through road by engaging suitable vehicles (Hydraulic Axle Modular vehicles OR Mechanical vehicles) from BHEL Trichy and from sub-vendors works (in and around BHEL, Trichy within 60 km radius) to Chennai Harbour.

**2 MOTOR VEHICLE ACT & CAPACITY OF AXLES / VEHICLES**

**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 SUITABLE VEHICLE OR AXLE 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 vehicles, 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.
- 2.2.3 The vehicle with suitable capacity and possess the Gazette Notification from MoRTH should only be placed for transportation. The Gazette Notification of the respective vehicle through which the transportation is done should be enclosed along with the bill.

**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 GST 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 GST. No extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## **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 transportation vehicle 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 VEHICLE IN FULL ASSEMBLED CONDITION**

### **5.1 Notice Time for placement of Vehicles**

- 5.1.1 **5 days** advance notice will be given to the transport carrier 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 given time period of free period (5 days) multiplied by the number of demands.  
If two demands are booked within span of 5 days, total free period will be = 5 days x 2 = 10 days  
If three demands are booked within span of 5 days, total free period will be = 5 days x 3 = 15 days  
... and so on.  
However, the transporter has to place the first vehicle within 5 days from the demand booking and further vehicles at the interval within 5 days.  
i.e. if the first demand is booked on 01.01.2018 and another two demands are booked on 02.01.2018, then the vehicle should be placed in the following manner:  
First vehicle : on or before 05.01.2018  
Second vehicle : on or before 10.01.2018  
Third vehicle : on or before 15.01.2018
- 5.1.2 The Carrier should place the suitable vehicle in full assembled condition within this advance notice (including date of placement of axles in full assembled condition, weekly off & holidays).

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## 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 ₹ 10,000/- (for schedule – 1) & ₹ 20,000/- (for schedule – 2) 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**. 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 penalty in the following manner:

- a) Delay upto 2 days : 0.5% of the freight per day i.e. 1<sup>st</sup> and 2<sup>nd</sup> day
- b) Delay upto 4 days : 4% of the freight per day for 3<sup>rd</sup> and 4<sup>th</sup> day (in addition to point a)
- c) Delay upto 8 days : 5% of the freight per day from 5<sup>th</sup> day till 8<sup>th</sup> day (in addition to point b)
- d) Delay beyond 8 days : 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 (online system available). However, transshipment should not be done from Hydraulic axle vehicle to Mechanical vehicle at any circumstances.

- 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.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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.

## **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 vehicle and only after ascertaining suitability, the consignments will be loaded. After fulfilling these requirements, if the consignment is not loaded **within 5 days**, for idling of the vehicle / crew etc., detention charges shall be paid from 6<sup>th</sup> day onwards at the rate of **₹ 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 at the point of unloading, Detention Charges shall be paid from 6<sup>th</sup> day onwards at the rate of **₹ 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 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.

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

### **8.6 Eligibility for Detention Charges**

8.6.1. 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.

8.6.2. Detention at Site shall be paid based on the Gate Entry at Site / endorsement of any BHEL Site Officials with signature & official seal.

8.6.3. 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.

8.6.3. In case, if the transporter could not get the certification from the unloading area officials due to any reason, detention can be paid based on the acknowledgment from an executive of Commercial dept. not below the rank of DGM.

8.6.4. However, no detention charges will be payable for the reporting day which falls on Sunday / General / Public Holidays.

8.6.5. 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 (@ 5% of the total value of the contract) 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.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## **9.1 Mode of Remittance of Security Deposit**

- 9.1.1 Pay Order, Demand Draft in favour of BHEL.
- 9.1.2 Local cheques of scheduled banks, subject to realization.
- 9.1.3 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).
- 9.1.4 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bank Guarantee format should have the approval of BHEL.
- 9.1.5 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.
- 9.1.6 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.
- 9.1.7 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.
- 9.1.8 EMD of the successful Tenderer will be converted and adjusted against the Security Deposit

## **9.2 Refund of Security Deposit**

- 9.2.1 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.
- 9.2.2 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".

## **9.3 Forfeit of Security Deposit**

- 9.3.1 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 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.

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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

Risk Purchase will also be applicable for the demands where vehicle will not be placed by the transporter against the minimum number of demands (per month) mentioned in the Techno-Commercial bid or the number of demands (per month) accepted by the transporter in the Techno-Commercial bid, whichever is higher.

## **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. 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 one month, after submission of complete bills in all manners.

Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within one month, after submission of complete bills in all manners.

## **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.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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.

### 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 out rightly 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.

## 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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 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 despatch 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.

##### **15.2 TAX INVOICE**

- 15.2.1 Duplicate Transporter Copy of Tax Invoice in respect of all Excisable 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 Tax Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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 duty forms as applicable.

## **16 DESPATCH DOCUMENTS& ENROUTE DOCUMENTS**

### **16.1 Despatch 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 noncompliance 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 RPF 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 RPF 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/- 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.

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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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 Gazette notification 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.
- 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 email/phone status of items to BHEL on daily basis.

### **20.2 WITHOUT A COPY OF GPS REPORT, BILLS WILL NOT BE PROCESSED**

- 20.3 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.
- 20.4 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.

Date :  
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## **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.
- 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**

- 23.1 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.
- 23.2 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.

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23.3 The decision of the arbitrator shall be final and binding on both the parties.

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.

#### 23.4 ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

#### **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable :**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **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.

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## **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 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 vehicles, 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

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- 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.
- 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 case of transportation through Hydraulic Axle vehicle, a seal of “HYDRAULI AXLE TRAILER” should be affixed in bold Letters in the LR copies as detailed below. The same will be checked by our Logistics department before giving gate pass.

#### **HYDRAULIC AXLE TRAILER**

In case of transportation through Mechanical vehicle, a seal of “SPECIAL MECHANICAL TRAILER” should be affixed in bold Letters in the LR copies as detailed below. The same will be checked by our Logistics department before giving gate pass.

#### **SPECIAL MECHANICAL 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 three days from the date of loading at the loading area and within ten 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.

## **28 GST:**

28.1 Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.

28.2 After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

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- 28.3 The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
- Continuous Serial no. & date of the bill
  - Cost of the service
  - Separately showing the GST amount calculated at the applicable rate
  - PAN based GST Registration No.
- 28.4 The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.
- 28.5 AVAILING INPUT TAX CREDIT (ITC): For service after implementation of GST i.e. after 30.06.2017, the following conditions will apply and vendor shall fully comply to the below points.
- 28.6 Indigenous Service Provider:
- 28.6.1 Response to Tenders for Indigenous vendor will be entertained only if the vendor has a valid GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
- 28.6.2 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 28.6.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 28.6.4 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 28.6.5 All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in Work Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns tiling cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the WO, then BHEL will not be able to accept or account the service provided, in such case availing of tax credit will be deferred to next month or so.
- 28.6.6 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in ease of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the non-completion of work, within the calendar month notified by EII IEL.
- 28.6.7 For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest (calculated SRI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 28.6.8 GST is also applicable for LD and same will be recovered from defaulted contractor.

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**WCM / 17-18 / 5026 dt.01.01.2018**

**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.

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## **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.

### **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.

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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.

## **2.11 Labour:-**

The Contractor shall remain liable for the payment of all wages or other moneys to his workpeople 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

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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.

#### **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

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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 ;
- 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:

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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.

### **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.

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(Authorized Signatory)

- 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 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.

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**WCM / 17-18 / 5026 dt.01.01.2018**  
**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.

**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 :  
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## ANNEXURE-VIII

### WCM / 17-18 / 5026 dt.01.01.2018 OPERATIONAL CONTROL PROCEDURE

	<b>HEALTH , SAFETY &amp; ENVIRONMENTAL MANAGEMENT SYSTEM OPERATIONAL CONTROL PROCEDURE</b>	<b>Rev.</b>	<b>002</b>
		<b>Date</b>	<b>13.12.14</b>
<b>OCP:LOG:001:S</b>	{Ref: HSEMS Manual Section 4.3.1.a & 4.4.6}	<b>Page</b>	<b>1 of 1</b>

- 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:

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**PRICE BID****TENDER No.: WCM / 17-18 / 5026 dt.01.01.2018**

Transportation of consignments (Weight 35 to 99 MT) through road by engaging suitable vehicles (Hydraulic Axle Modular vehicles OR Mechanical vehicles – must be suitable for load as per MoRTH guidelines and should possess Gazette Notification) from BHEL Trichy and from sub-vendors works (in and around BHEL, Trichy within 60 km radius) to Chennai Harbour.

Schedule	Consignment	Dimension of the consignments (metre) L x B x H	No. of vehicles required	Weight Range (MT)	Mode of transportation	Rate per MT (₹) Excluding GST
1	Columns	17.5 x 2.7 x 2.7	72	35-50	Hydraulic Axle vehicle for Columns & Bunker Girders	₹...Quoted / Not Quoted - per MT Rupees ..... .....only.
	Bunker Girder	15.0 x 1.5 x 3.0	14		Mechanical vehicle for Columns & Bunker Girders	₹...Quoted / Not Quoted - per MT Rupees ..... .....only.
2	Ceiling Girder	12 x 1.5 x 4.5	30	50-80	Hydraulic Axle vehicle	₹...Quoted / Not Quoted - per MT Rupees ..... .....only.
	Ceiling Girder	11.3 x 3.3 x 1.5	4			

**Number of transporters required : 3 transporters (for schedules 1)****2 transporters (for schedule 2)****Demand will be allotted as L1 – 3, L2 – 2, L3 – 1, L4 – 1.....Ln – 1 (after counter offer)****IMPORTANT CONDITIONS**

- Rates shall be quoted on “ ₹ per MT ” Basis only. Rates quoted in any other format will be summarily rejected.
- Detention Charges, Penalty Charges, Storage Charges, etc., will apply as per Special Conditions of the Contract.
- It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle.
- Providing GPS by the transport carrier in all the vehicle is must.
- Contract will be valid for ONE year. However, demand booking will be stopped before 15 days of validity of contract.

Date :  
Place:

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(Authorized Signatory)