



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

Fax : 0431 – 2520212

E.mail : aitrc@bheltry.co.in

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

Tender No: LOG/CCC/12-13/4011E

Dt: 09.07.2012

NOTICE INVITING TENDER (NIT)

Sealed Tenders are hereby invited from reputed Transport Carriers having a fleet of vehicles of their own for the transportation of Valves items, by engaging 3 Nos. of Mini Van, from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Coimbatore, Chennai & Ranipet (Chennai via Ranipet) and also despatches to Chennai Harbour Dock / TPPO and Chennai Airport & **vice versa with Return load on Two year Rate Contract Basis.**

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

The bidders may contact Shipping Officer/CCC/Logistics (0431-2571519) & DGM/CCC/Logistics (0431-2571549), M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Email: aitrc@bheltry.co.in for any clarification required in this regard.

The tender enquiry comprises the following documents:-

(1) This Covering letter of NIT - LOG/CCC/12-13/4011E

(2) Techno Commercial Bid

- | | | |
|--|---|--------------|
| (a) Special Instructions | - | Annexure-I |
| (b) Special Conditions of the Contract | - | Annexure-II |
| (c) General Terms & Conditions of Contract | - | Annexure-III |
| (d) Safety Conditions | - | Annexure-IV |
| (e) Operational Control Procedures (OCP) | - | Annexure-V |
| (f) Techno Commercial Bid | - | Annexure-VI |

(3) Price Bid

- | | | |
|---------------|---|--------------|
| (a) Price Bid | - | Annexure-V11 |
|---------------|---|--------------|

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) of Rs.2,00,000/- by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy

This is only request for an Offer and not Contract.

for Bharat Heavy Electricals Ltd.

(C.S.Gunasekaran)
DGM/CCC/Logistics
Stores Admin. Block, Near East Gate
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)



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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

ANNEXURE-I

SPECIAL INSTRUCTIONS

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

01. PROCEDURE TO SUBMIT OFFERS/TENDERS

Sealed tenders in the BHEL's proforma enclosed shall be submitted in the following manner:

1.1 The bids shall be submitted in two parts namely (i) Techno- Commercial Bid (ii) Price Bid.

1.2 Techno - Commercial Bid

1.2.1 The bidder shall submit EMD of Rs.2,00,000/- (Rupees Two Lakh Only) along with the offer by way of Demand Draft drawn in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

1.2.2 Techno Commercial Bid consists of the following documents and the same shall be duly signed & stamped by the bidder in all the pages and submitted in full in token of the acceptance of the same.

- | | | | |
|---------|--------------|---|--|
| 1.2.2.1 | Annexure-I | : | Special Instructions |
| 1.2.2.2 | Annexure-II | : | Special Conditions of the Contract |
| 1.2.2.3 | Annexure-III | : | General Terms & Conditions of Contract |
| 1.2.2.4 | Annexure-IV | : | Safety Conditions |
| 1.2.2.5 | Annexure-V | : | Operational Control Procedures |
| 1.2.2.6 | Annexure-VI | : | Techno Commercial Bid in the proforma duly furnished all the details & documents asked |

1.2.3 The Xerox copies of all the supporting documents enclosed shall be attested by a **NOTARY PUBLIC**.

1.2.4 All the required documents shall be filed in the same serial as per the format/column of the "Techno Commercial Bid". **All the pages shall be serially numbered on the right hand side top corner.**

1.2.5 All the above documents shall be submitted in a common sealed cover super scribing name of the bidder and "TECHNO COMMERCIAL BID for the Tender No. LOG/CCC/12-13/4011E dt: 09.07.2012.

1.2.6 Offers without relevant documents are liable to be rejected.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

1.3 Price Bid

- 1.3.1 The price bids for shall be submitted in a separate sealed covers super scribing the name of the bidder and "PRICE BID FOR TENDER NO. LOG/CCC/12-13/4011E dt: 09.07.2012."

1.4 Submission of Price bid & Techno Commercial bid

- 1.4.1 The bidder should put Techno Commercial Bid (1 Cover – as per above clause 1.2) and Price Bid **in a single strong cover**, seal it and affix seal on the cover and address the same to DGM/CCC/Logistics, Bldg.No.61, Stores Admin. Block, Near East Gate, M/s.Bharat Heavy Electricals Limited, Tiruchirapalli – 620 014, duly super scribing Tender No., due date and time of opening.

2 TENDER DUE DATE

2.1 Last date/time for receipt of tender

- 2.1.1 The completed tenders shall reach on or before **10:30 Hrs. on 04.08.2012**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.

2.2 Last date/time for opening of tender

- 2.2.1 Sealed covers so received will be opened at Bldg. No.61, 1st Floor, Stores Admin Block. (Near East Gate) , in BHEL, Tiruchirapalli on the same day i.e., on **04.08.2012 at 10:35 Hrs.** in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- 2.2.2 The Techno Commercial bids only will be opened

2.3 Witnessing the tender opening

- 2.3.1 The representative of the Bidder may choose to witness the tender opening have to produce the Authorization Letter, as per the **enclosed proforma**, before opening of the tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the tender. Please note that Authorization Letter should not be kept inside the offer cover and shall be carried by the witness in person.
- 2.3.2 Only one representative from one bidder will be allowed to participate in the tender opening.

3 QUOTING

3.1 Option

- 3.1.1 There are 6 Rate Schedules in the Price Bid.
- 3.1.2 **The Bidder needs to quote for all the rate schedules. This means partial quoting for this tender is not acceptable and hence will be rejected even after paper price bid opening of dynamic sealed bid reverse auction as applicable.**

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

3.2 Quoting best rate and the sanctity of the L1 status.

- 3.2.1 Quoting the lowest best rate is a must against this Tender. However, transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total tendering process of BHEL. Hence BHEL will take severe action under Contractual obligations including legal action against those Transporters

3.3 Participation

- 3.3.1 Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in the tender and the bidder should declare the same in the tender. Even during the course of evaluation / finalization of tender if it is found that some of the transporters are black listed / barred from business transactions / under business holiday, BHEL will not consider them for further participation in the tender.

4 VALIDITY OF OFFERS :

The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of Price Bid opening or Reverse Auction. Withdrawal of Tender or increasing the rates during this validity period, BHEL will be entitled to forfeit the EMD paid.

5 SIGNING THE TENDER

- 5.1 The tender shall be signed by the Authorized Signatory Only. Authorised signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorised/empowered to act on behalf for the specific purpose
- 5.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting tender and all procedures connected with, till finalization and execution of the Contract.
- 5.3 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Transporter authorised to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 5.4 A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender.
- 5.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

6 METHOD OF EVALUATION OF PRICES

6.1 Ranking

- 6.1.1 L1 ranking will be arrived based on the total Value **quoted i.e. Sum of respective Rate X Quantity (i.e. sum of quantity x rates quoted for all the above 6 rate schedules)** as a package and in case of Contract, it will be for the total package only.
- 6.1.2 In case of tie in the above ranking, the selection of L1 transporter will be on the basis of the date of their offer. In case more than one Vendor submitted offer on the same date, then the time of receipt of offer, as evidenced by the official date & time seal of CCC/Logistics will be the basis for deriving the ranking accordingly.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

7 QUANTITY, RATE FINALIZATION & DISTRIBUTION OF LOAD

7.1 Tender quantity

- 7.1.1 Tender quantity is given in Price Bid. BHEL will split the tender quantity among 2 (two) Bidders and place Contracts accordingly (refer Clause 7.3 & 7.4 below)

7.2 Rate Finalization

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

7.3 Counter Offering

- 7.3.1 BHEL would counter the L1 rates / negotiated and accepted L1 Rates to other Vendors in the order of their ranking till another one Vendor accepts Counter offer for award of Contract (Totally 2 Venders including L1 Vendor will be awarded) .**
- 7.3.2 The Bidders are to essentially accept counter offer for all the rate schedules. If not done then they will not be considered.
- 7.3.3 In case any transporter is not accepting the counter offer in totality and accept only partial rate schedule, then those transporters will not be considered by BHEL against this tender and their offers will be rejected.
- 7.3.4 BHEL will proceed only with the transporter who have accepted counter offer of BHEL in totality for all rate schedules.
- 7.3.5 In case the above is not properly understood by the transporters/Bidders, they are free to get the clarification from BHEL and understand the system fully and then proceed. BHEL is not responsible for any mistake committed by the tenderers /transporters in the above and also for rejection of their offers on account of the above.

7.4 Load Distribution

- 7.4.1 L1 bidder will be awarded 60% of the load and the other bidder, who accepts counter offer, will be awarded 40% of the load.**
- 7.4.2 If other bidders not accept the Counter offer then, all the 100% of the load will be awarded to the L1 Carrier. In such case, the L1 Bidder, before award of total value, should confirm placement of additional 3 vehicles (total 6 vehicles) and produce the document proof i.e. RC Books / Lease Agreement for additional 3 vehicles.
- 7.4.3 BHEL also would load on first- come- first- served basis, in case of non response from L1 Bidders within the time frame given to meet the transportation requirement of BHEL.

8 EMD/SD BY THE BIDDER WILL BE FORFEITED, IF :-

8.1 EMD:-

- 8.1.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- 8.1.2 The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

8.2 SECURITY DEPOSIT

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

9 GENERAL INSTRUCTION

9.1 Quoting & signing the tender

- 9.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi, in deploying the vehicles during the operation of Transport Contract for Two Years from the date of LOI / award of Contract.
- 9.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination & the return trip.
- 9.1.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 9.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 9.1.5 The rates shall be quoted only in the schedule attached, both in words and figures. Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct.
- 9.1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc) before submitting their tenders.
- 9.1.7 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 9.1.8 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account)
- 9.1.9 Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED

Date :
Place : Signature of the Tenderer with seal
(Authorized Signatory)

- 9.1.10 If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- 9.1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 9.1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of tender priorities. Should any information found to be incorrect subsequently, at any later time, the tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited
- 9.1.13 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 9.1.14 The tender schedule and the tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 9.1.15 ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT/COLUMN OF THE "TECHNO- COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGENUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

10 CONTRACT AGREEMENT

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

11 E-CONNECTIVITY

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

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

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

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

LOG/CCC/12-13/4011E dt: 09.07.2012

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

(Signature of the representative)

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

SPECIAL CONDITIONS OF THE CONTRACT

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

1 DETAILED SCOPE OF WORK

- 1.1 Transportation of Valves items, by engaging 3 Nos. of Mini Van, from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Coimbatore, Chennai & Ranipet (Chennai via Ranipet) and also despatches to Chennai Harbour Dock / TPPO and Chennai Airport & vice versa with Return load on Two year Rate Contract Basis.
- 1.2 The Contractor has to collect the materials from BHEL Trichy & Sub-Vendors located in and around Trichy and deliver the same to the various Sub-Contractor works located in and around Coimbatore / Chennai / Ranipet and also despatches to Chennai Harbour Dock / TPPO and Chennai Airport and while return, the Contractor has to collect the available return load, in the same vehicles, from the vendors and deliver the same to BHEL Trichy. The above scope includes all other connected activities in addition to collection, transportation & delivery.
- 1.3 At any point of time the transporter should place vehicle Minimum of three location at BHEL Stores for collection of Materials as well as three places of Unloading at Vendors works vice versa.

2 TIME SCHEDULE

- 2.1.1 The Contractor has to report at BHEL/Tiruchy-14 in time (By 8.30 AM) as per the intimation. Leave in the evening after loading of the materials.
- 2.1.2 Transportation to the destination & after delivery of materials, the Contractor has to collect the items at Sub-Contractors' works, in the same vehicle, and leave destination on 2nd night.
- 2.1.3 Return Trip to BHEL Trichy and the Contractor has to Report at BHEL, Trichy-14 at 8.30 AM on 3rd day

3 DOOR COLLECTION AND DOOR DELIVERY

3.1 DOOR COLLECTION

- 3.1.1 The Contractor has to door collect the materials from BHEL Trichy & Sub-Vendors located in and around BHEL Trichy
- 3.1.2 For first loading point the door collection charges are not payable. From second collection point onwards door collection charges will be paid as per the approved rate.
- 3.1.3 There is no collection charge for collecting the materials from various wards of inside the BHEL Trichy Complex. BHEL Trichy will be treated as one collection point.

3.2 DOOR DELIVERY

- 3.2.1 The Contractor has to door deliver the consignment to various Sub-Contractor works located in and around Coimbatore, Chennai & Ranipet (Chennai via Ranipet)
- 3.2.2 For first delivery point the door delivery charges are not payable. From second delivery point onwards door delivery charges will be paid as per the approved rate.
- 3.2.3 There is no door delivery charge for delivering the materials to various wards of inside the BHEL Trichy Complex. BHEL Trichy will be treated as one delivery point.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

4 RATE BASIS

4.1 DIESEL PRICE VARIATION CLAUSE

The Contract Rates are Firm and not subject to any price variation on any account except rate variation on account of variation in Diesel Price as given below :

- 4.1.1 Retail Selling Price (RSP) of Diesel ruling on the date of tender opening at Trichy will apply. (As indicated by IOCL / BPCL / HPCL)
- 4.1.2 **3% increase/decrease on the contract RATE per MT per KM for price increase/decrease over the current ruling price of diesel at Trichy will be allowed during the currency of contract from the date of increase/decrease of diesel price”**
- 4.1.3 Any increase/decrease so allowed to the transporters will be added to or subtracted from the basic freight rate.
- 4.1.4 Freight increase on any other account will not be permissible.

4.2 TAXES AND DUTIES

- 1.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi in deploying the vehicles during the operation of Transport Contract for one year from the date of Letter of Intent.
- 4.2.1 The quoted rates shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except Service Tax & Octroi, and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

4.3 OCTROI CHARGES:-

- 4.3.1 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.
- 4.3.2 Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be the account of transporter for payment of Octroi where ever applicable.
- 4.3.3 In the cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

5 TENEURE OF CONTRACT

5.1 Tenure

- 5.1.1 The transport Contract is valid for 2 (Two) Year from the date of Letter of intent by BHEL, Trichy
- 5.1.2 The consignments, including self consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.

5.2 Extension of Contract

- 5.2.1 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the Contractors, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract

6 LOADING AND UNLOADING

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

7 MOTOR VEHICLE ACT

- 7.1 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. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

8 RISK PURCHASE

- 8.1 In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment/s as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer
- 8.2 The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

9 PENALTY CHARGES

9.1 TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

- 9.1.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under. Penalty shall be levied after allowing the grace period.
- 9.1.2 Time allowed for transportation of subject transportation is 300KMs per Day. (Excluding time consumed for multipoint collection & multipoint delivery of materials). Transit time will be calculated from leaving of Vehicles from the last collection point and reaching the first delivery point.
- 9.1.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- 9.1.4 In addition to the normal time allowed as above, a grace time of Two days is allowed to provide for any unforeseen contingency in transportation.
- 9.1.5 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- 9.1.6 Delay in delivery beyond the above period will attract a penalty of 2 % of the freight per Week or part thereof for the first week and at the rate of 4% for the second week, 12% for the next two weeks and at 20% for next 2 weeks subject to a maximum of 70% of the total freight payable against a particular consignment over a maximum delay of 6 weeks.

9.1.7 Waiver of Penalty for delayed delivery

Wherever there is a late delivery, penalty will be levied. However in case of exceptional situations where the BHEL Official not less than AGM of the user Dept (Valves), shall, based on the representation received from the transporter on 'case to case' basis, upon verifying the proof of major breakdown beyond the purview of the Transporter, waive off the penalty.

Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

9.2 PENALTY FOR NON PLACEMENT OF VEHICLES

- 9.2.1 Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor, the vehicles will have to be placed by the Transporter within stipulated period in the form of letter/email or any other mode of communication
- 9.2.2 For non-placement of vehicles within stipulated period the penalty of Rs.500/- per Day per Vehicle will be imposed and deducted from the bills of the Transporter who have not placed the vehicles
- 9.2.3 In such case of failure on the part of the Transporter, any extra expenditure/charges incurred by BHEL will be recovered from the Bills of each of the Transporter on whom the request for placement of vehicle was issued, as penalty
- 9.2.4 In addition to the above, the consignments will be moved through other Carriers without notice or ultimatum and the difference in freight if any will be recovered from the bills of the carrier/carriers who failed to place the vehicle. Should such instance repeat frequently, it would be viewed seriously and suitable action will be initiated.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

10 TRANSHIPMENT AND PENALTY

- 10.1.1 BHEL expect consignments to be transported in the same vehicles without transshipment en route.
- 10.1.2 If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR CCC/LOGISTICS in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise.
- 10.1.3 If consignments are transhipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
- 10.1.4 But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.

11 COVERING THE CONSIGNMENT WITH TARPAULIN & LASHING

11.1 Covering the Consignments

- 11.1.1 The consignments, entrusted to the Carriers shall be handled, covered with waterproof Tarpaulin to prevent the ingress of water and lashed without damage to consignments, transported and delivered carefully. For any loss or damage to the consignment, the Carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserve the right to terminate the Contract or take other appropriate steps.

11.2 Lashing the Consignments

- 11.2.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 11.2.2 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
- 11.2.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.

12 INSURANCE COVERAGE AND CLAIM

12.1 Insurance

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

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(Authorized Signatory)

- 12.1.2 The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended upto date.
- 12.1.3 Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 12.1.4 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 CCC/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 CCC/LOGISTICS as applicable).
- 12.2.2 On receipt of this information, BHEL Trichy (Valves / CCC) will advise in writing, the value of damage / shortage or any other comments to Valves / CCC so that further action will follow.
- 12.2.3 In case BHEL cannot assess the extent of damage / shortage immediately, after taking necessary documents such as Indemnity Bond from Transport Carriers and Valves / CCC 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 Accidents

- 12.4.1 All accidents at any point shall be reported to agency concerned and CCC/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.
- 12.4.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or CCC/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 CCC/LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.

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

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13 SECURITY DEPOSIT

The successful Tenderers shall furnish Security Deposit in any one of the following modes within 15 days from the date of Letter of Intent. The Security Deposit shall be furnished by the successful Tenderers before commencement of work by them:-

The security deposit shall not carry any interest.

13.1 Security Deposit Amount

Total Contract Value	Security Deposit Amount
Upto Rs.10 lakhs	10 % of the Total Freight Value
Above Rs.10 lakhs upto Rs.50 lakhs	Rs.1 lakh + 7.5 % of the freight amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

13.2 Mode of Remittance of Security Deposit

- 13.2.1 Cash (as permissible under the Income Tax Act)
- 13.2.2 Pay Order, Demand Draft in favour of BHEL.
- 13.2.3 Local cheques of scheduled banks, subject to realization.
- 13.2.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 13.2.5 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 13.2.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 13.2.7 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 13.2.8 Acceptance of Security Deposit against Sl. No. (13.2.4) and (13.2.6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the Documents or in any other matter connection therewith.
- 13.2.9 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**

13.3 Refund of Security Deposit

- 13.3.1 The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- 13.3.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

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14 BILLS & PAYMENT

14.1 Time of Submission

- 14.1.1 Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. 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 concerned.

14.2 Mode of Payment

- 14.2.1 All payments to be made to the transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.
- 14.2.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say one month, after receipt of the bill along with consignee's acknowledgement.

14.3 Volume Load & Full Load Certifications

- 14.3.1 If weight of the consignment falls below 3.5 MTs, the consignment shall be certified " FULL LOAD CERTIFICATION" by the Executives, not below the rank of **DGM of User Department of BHEL**, justifying the reason.

15 GOODS CONSIGNMENT NOTE & EXCISE 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, BHEL reserves the right to terminate the Contract or 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.

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- 15.1.6 The Carrier should feed systematic information viz., GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL reserves the right to stop further loads.
- 15.1.7 The carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the transport carrier and view the above as the violation of the Contract.

15.2 EXCISE INVOICE

- 15.2.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.
- 15.2.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 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 Excise duty forms as applicable.

16 DESPATCH & 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 CCC/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 EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- 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, SM/CCC/LOGISTICS by the transport carrier concerned.
- 16.1.4 Wherever FORM 31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date.
- 16.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

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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 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.

18 ESCORT FOR CONSIGNMENTS

Where BHEL intends to depute an escort for certain important consignments, he should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

19 INDEMNITY:

- 19.1.1 The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 19.1.2 The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.
- 19.1.3 The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
 - 19.1.3.1 Observance of Labour & Industrial Laws.
 - 19.1.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - 19.1.3.3 Documentary compliance relating to freight billing.
 - 19.1.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

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20 ARBITRATION

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

21 JURISDICTION

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 33.

22 RIGHTS

- 22.1 BHEL reserves the right either to short close the Contract or to terminate the Contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement.
- 22.2 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.
- 22.3 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.
- 22.4 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 reserves the right to recover the said amounts through its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.
- 22.5 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.
- 22.6 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.
- 22.7 The transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 22.8 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.

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22.9 BHEL reserves the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the transporters. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.

22.10 It may be noted that the despatches from Trichy to Coimbatore & Chennai are more or less of continuous basis. However despatches to/from Chennai Harbour Dock / TPPO, Chennai Airport, Ranipet are not on continuous basis right now and will be of seasonal / according to need basis only. Hence the quantum of despatches at these places cannot be continuous.

THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

ANNEXURE-III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

1 GENERAL TERMS:

1.1 Definitions

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

- 1.1.1 The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.1.2 The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.1.3 The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.1.4 "The **Officer-In charge**" means, the Officer deputed by the DGM/CCC/Logistics, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of Sr.Manager/CCC/Logistics,, or person deputed by him for the particular purposes.
- 1.1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including DGM/CCC/Logistics authorised to invite tenders and enter into contract for works on behalf of the Company.
- 1.1.7 The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.1.8 A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.1.9 A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.1.10 A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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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:-

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

2.2 Deviations:-

- 2.2.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/CCC/Logistics, No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

2.3 Octroi And Other Duties:-

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

2.4 Plant and Equipment:-

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

2.5 Assignment Of Transfer Of Contract:-

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

2.6 Compliance to regulations and by-laws :-

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

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2.7 Security deposit:-

- 2.7.1 The security deposit shall not carry any interest.
- 2.7.2 The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor.
- 2.7.3 Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 2.7.4 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

2.8 Refund of security deposit:-

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

2.9 Orders Under The Contract:-

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

2.10 Contractor's Supervision:-

- 2.10.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CCC/Logistics, to act in his stead.
- 2.10.2 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 2.10.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Sr.Manager/CCC/Logistics or the OFFICER-INCHARGE, to receive instructions.
- 2.10.4 The DGM/CCC/Logistics, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

2.11 Labour:-

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

2.12 Precautions against Risk:-

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

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

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

2.14 Laws Governing The Contract:-

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

2.15 Cancellation of Contract for Corrupt Acts:-

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

If the Contractor shall :-

- 2.15.2 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- 2.15.3 enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.
OR
- 2.15.4 obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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

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

If the Contractor,

- 2.16.2 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of

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composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

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

OR

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

OR

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

2.16.6 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Sr.Manager/CCC/Logistics which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM/CCC/Logistics, or the same shall be recovered from the Contractor by other means.

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

2.17 Cancellation of Contract in part or full for Contractor's Default:

If the Contractor :

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

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

1.1.13 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/CCC/Logistics, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Sr.Manager/CCC/Logistics or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/CCC/Logistics, whose decision shall be final and conclusive.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

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:-

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

2.20 Submission of Bills by Contractor:-

1.1.15 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CCC/Logistics., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

1.1.16 Deviation from the items provided in the contract documents.

1.1.17 Extra items / new items of work.

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

2.21 Payment of Bills:-

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

2.21.2

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

2.22 Recovery from Contractor:-

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

2.23 Post Technical Audit Of Work And Bills:-

2.23.1 BHEL 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.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

2.24 Force Majeure Clause:-

- 2.24.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager Logistics /end user dept. subject to prompt notification by the contractor. Mechanical failure / breakdown of vehicle is not considered under this clause for extension.

2.25 Signing of Contract:-

- 2.25.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

2.26 Statutory Requirements:

- 2.26.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 2.26.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2.26.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.26.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.26.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

2.27 Registers & Records:-

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

2.28 Remote Transactions:-

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

2.29 Change In Constitution Of Firm:-

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

2.30 Lien Of Consignments:-

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

2.31 Employer Interests:-

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

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

E.mail : aitrc@bheltry.co.in

Fax : 0431 – 2520212

Website : www.bhel.com

CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

ANNEXURE-IV

SAFETY CONDITIONS

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

1 General

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

2 Handling of Vehicles inside BHEL Trichy

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

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

3 Shipping

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

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

ANNEXURE-V

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

OPERATIONAL CONTROL PROCEDURE

	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
40, 70 & 80-938		DATE	22.1.02
OCP:BMM:014	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

- 1.0 Purpose : To ensure safety in transporting materials through LCV, HCV/Lorry Taurus & Trailers.
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
- 3.0 Responsibility : Sr. Manager/CCC/Logistics
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6
Central Motor Vehicles Act and Rules
All India Transport Contract given by BHEL.
Record of Hazard and Risk

6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid licence as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material.	Lorry Owner / Transporter
16	Review of accidents/damages to materials	CCC/Logistics

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)



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CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

ANNEXURE-VI

TECHNO-COMMERCIAL BID

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

The following information is required for communication for Tender finalization

SL No	Description		Details
1	Name of the Transport Carrier		
2	Address for Correspondence		
3	Tele Phones		
3.1	Landline	Office	(i) (ii)
		Residence	(i) (ii)
3.2	Cell Phone	Office	(i) (ii)
		Residence	(i) (ii)
4	Fax Number		(i) (ii)
5	E-mail ID		(i) (ii)

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

1 EARNEST MONEY DEPOSIT (EMD)

- 1.1.1 EMD of Rs.2,00,000/- (Rupees Two Lakhs only) by way of Demand Draft shall be furnished by the Tenderers
- 1.1.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Nationalised Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy
- 1.1.3 The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) as above

2 ESTABLISHMENT OF THE TRANSPORT CARRIER

- 2.1.1 In case of Single Ownership / Proprietorship establishment, relevant documentary proof such as letter from Auditor, Bankers etc., for proof of Ownership / Proprietorship shall be enclosed
- 2.1.2 In case of other types of establishment, copy relevant documents as a proof of registration (Certification of Incorporation, Partnership Deed, Demerger Document, as applicable etc. duly signed by competent authorities) shall be enclosed
- 2.1.3 Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

3 FLEET OWNERSHIP:

- 3.1.1 The bidder should have 3 Nos. of LCV / or Minivan of Registered RC Book Passing weight of Minimum 2 to 3.5MTs or above Capacity in the Name of their Company / Group of Companies, Board of Directors, Partners etc., and all confirming to the relevant provisions of MV Act.
- 3.1.2 The leased vehicles are also accepted. In this case, un-conditional lease agreement shall be executed, in Stamp Paper as per Indian Stamping Act, between leaser and the Bidder.
- 3.1.3 The Photostat copies above lease agreement duly attested by Notary shall be enclosed along with the bid.
- 3.1.4 The Photostat copies of R.C Books (for both owned & leased vehicles) duly attested by Notary shall be enclosed along with the bid.

4 FINANCIAL SOUNDNESS

4.1 BALANCE SHEET

- 4.1.1.1 The Bidder should enclose the copy of **Balance Sheet for the Years 2008-09, 2009-10 & 2010-11** duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

4.2 PROFIT LOSS ACCOUNT

The Bidder should enclose the copy of **Profit & Loss Account for the Years 2008-09, 2009-10 & 2010-11** duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

5 INCOME TAX:

The Bidder should enclose the copy of **Income Tax Clearance Certificate/SARAL** or proof having submitted the returns for **the assessment Years 2008-09, 2009-10 & 2010-11** duly attested by Notary shall be enclosed.

5.1 PAN CARD :

Copy of PAN Card shall be submitted

6 MANDATORY BRANCH OFFICE :

- 6.1.1 **Definition of the Branch** : An Office with Land line phone / Cell Phone / email facility, person to be contacted and available all the time.
- 6.1.2 Bidder must have the branch at either **Trichy or Chennai or Coimbatore** with Land line phone / Cell Phone / e-mail facility.
- 6.1.3 Documentary proof (Registration Documents / Lease agreement / latest Telephone Bill Receipt/ EB Bill Receipt etc) shall be enclosed.
- 6.1.4 Surprise checks will be carried out for verification of the office premises.

7 EXPERIENCE

- 7.1.1 The bidder should submit copy of documentary proof for having the experience in the field of transportation

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

Important: All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the tender primarily on scrutiny on the tender opening, facilitating freezing of eligibility for price-bid opening.

SL	Particulars	Compliance status	Page No
1	EMD	DD No. & Date: Bank & Branch:	
2	Status of the Company	Please Tick (√) in the appropriate box	
2.1	Public Limited Company	<input type="checkbox"/>	
2.2	Private Limited Company	<input type="checkbox"/>	
2.3	Partnership firm	<input type="checkbox"/>	
2.4	Single ownership	<input type="checkbox"/>	
2.5	Others (Specify)	<input type="checkbox"/>	
2.6	Type of Proof Enclosed (Auditor's Letter, Certificate of Registration, Memorandum of Articles of the Company, Partnership Deed, etc.,)		
2.7	Registration No.	Reference Number : Date :	
3	Vehicle Ownership (Notary Public attested RC Books of the vehicles shall be enclosed along with the tender)	01. Reg No & Date Make: Passing Weight Metric Ton. 02. Reg No & Date Make: Passing Weight Metric Ton. 03. Reg No & Date Make: Passing Weight Metric Ton.	
4	Financial Soundness		
4.1	Balance Sheet	Year	Please Tick (√) in the appropriate box
		2008-09	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
4.2	Profit & Loss Account	Year	Please Tick (√) in the appropriate box
		2008-09	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

SL	Particulars	Compliance status		Page No
5	Copy of Income Tax proof having submitted the returns for Assessment year	Year	Please Tick (√) in the appropriate box	
		2008-09	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
		2009-10	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
		2010-11	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed	
5.1	Income Tax PAN No. (PAN Card copy shall be enclosed)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed		
6	Availability of Branch Office	<input type="checkbox"/> Trichy (or)		
		<input type="checkbox"/> Chennai (or)		
		<input type="checkbox"/> Coimbatore		
7	Proof for having the experience in the field of transportation	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed		

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-VII

PRICE BID

TENDER No.: LOG/CCC/12-13/4011E Dt.09.07.2012

SL No.	Scope	Quantity	Rate in Rs. per Consignment of 3.5MTs – Excluding Service Tax (Onward Trip with 3.5Mt Load + Return trip with 3.5MT Load).	Value (Rate X Quantity)
1	Transportation of Consignment from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Coimbatore & vice versa with Return load	600 Trips	Rs./- only	Rs./-
2	Transportation of Consignment from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Chennai & vice versa with Return load	632 Trips	Rs./- only	Rs./-
3	Transportation of Consignment from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Ranipet & vice versa with Return load	3 Trips	Rs./- only	Rs./-
4	Transportation of Consignment from BHEL Trichy & Sub-Vendors located in and around Trichy to various Sub-Contractor works located in and around Chennai & Ranipet (Chennai via Ranipet) & vice versa with Return load (If Ranipet & Chennai loads are combined & loaded in one vehicle this schedule will be applicable. In this case the Contractor has to collect the materials from Trichy and transport to Ranipet and unload the materials and then go to Chennai (from Ranipet) and unload the materials and while return trip the available materials at Chennai & Ranipet shall be collected and brought back to Trichy for unloading)	2 Trips	Rs./- only	Rs./-

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

SL No.	Scope	Qty	Rate in Rs. per Consignment of 3.5MTs – Excluding Service Tax (Onward Trip with 3.5Mt Load + Return trip with 3.5MT Load).	Value (Rate X Quantity)
5	Transportation of Consignment from BHEL Trichy & Sub-Vendors located in and around Trichy to Chennai Harbour Dock / TPPO / Chennai Airport & vice versa with Return load	5 Trips	Rs./- only	Rs./-
SL No.	Scope	Qty.	Collection / Delivery charges in Rs. per location	Value (Rate X Quantity)
6	Collection / Delivery charges per location for collection / delivery of materials more than one location (Collection and delivery charges will be paid separately), (Please refer Clause 3 of Special Conditions of Contract)	1242 Nos.	Rs./- only	Rs./-
TOTAL (L1 Vendor will be identified based on this total value only. i.e. sum of quantity x rates quoted for all the above 6 rate schedules)				Rs./-

Note :

- (1) The above scope includes all other connected activities in addition to collection, transportation & delivery.
- (2) For consignment weight more than 3.5MT, freight will be paid proportionately on the basic rates.
- (3) For weight less than 3.5MT, freight for 3.5MT will be paid based on the “Full Load” certification from user agency (Not below the rank of DGM) justifying the reasons thereof.
- (4) If there is no return load is available, then also the freight for up & down will be paid based on the certification from user agency (Not below the rank of DGM) justifying the reasons thereof.

Date :
Place :

Signature of the Tenderer with seal
(Authorized Signatory)

LIST OF SUB-VENDOR WORKS

The bidder may please note that the list of sub-vendors given below is only indicative and subject to addition / deletion / Change of Address etc., during the Contract period. Hence the bidder has to accept the same without any additional expenditure.

SL	VENDORS	SL	VENDORS
CHENNAI VENDORS			
1	M/s. Autocap Industries No.192, Sidco Industrial Estate Ambattur Chennai – 600 098	2	M/s. Bharath Industries 182, Sidco Industrial Estate Thirumudivakkam Chennai – 600 044
3	M/s. Chaitanya Engineering Co. No.5, Ponni Amman Nagar Road Ayanambakkam Chennai – 600 095	4	M/s. Chelliah Enterprises 5/346, Poonamallee Bypass Road Senneerkuppam Chennai – 600 057
5	M/s. Creative Engineers (Chennai) 2, 2nd Cross Street Thirumalai Nagar Annexe Perungudi, Chennai – 600 096	6	M/s. Delta WearTech Engineer's Private Ltd., No.11, Balaraman Street Krishna Nagar Indl. Area Alapakkam Main Road Maduraveyal (PO) Chennai – 600 095
7	M/s. Diamond Engg.(Chennai) Pvt. Ltd. # 179, IT Highway Sholinganallur Chennai – 600 11.	8	M/s. Empee Engineers C1, III Phase Thiru-Vi-Ka-Industrial Estate Ekkattuthangal, Chennai – 600 097
9	M/s. Empkee Engineers P Ltd. No.206, III Cross, Nageswara Rao Road Athipet Village, Ambattur Chennai 600 058	10	M/s. Everest Heat Treaters No.1, Yagava Street, Kone Elviatar Road Keil Ayanampakkam Chennai – 600 095
11	M/s. EXIM Engineering Company Plot No.101, Door No.25/4 Coramandal Town Sidco Chennai – 600 098.	12	M/s. Flexible M/c Centre Plot No.302, Second Main Road Nehru Nagar, Kottivakkam, Old Mahabalipuram Road Chennai – 600 096
13	M/s. 5 Stars Precision Carbide Form Tools No.96, Raja Street Padi, Chennai – 600 050	14	M/s. GLAD Engineering Works 4/473, Kunrathur Main Road Kovur, Chennai – 602 101
15	M/s. Globe Steels (P) Ltd C5, Industrial Estate Ambattur, Chennai – 600 058	16	M/s. Globe Components (P) Ltd. SP-85, Ambattur Industrial Estate Ambattur, Chennai – 600 058
17	M/s. Gokul Industries No.7A, Kamatchiamman Street Sathyamoorthy Nagar Ekkattuthangal Chennai – 600 097.	18	M/s. I G P Engineers Pvt. Limited NO.79 (Old No.29/9) Valmiki Street Thiruvannmiyur Chennai– 600 041.
19	M/s. Index Auto Components Pvt. Ltd. Old Mahabalipuram Road No.1, First Cross Street Perungudi Chennai – 600 096	20	M/s. Jayam Engineering Works Unit-II – 7/4B, M.T.H.Road Ambattur Industrial Estate Chennai – 600 058.
21	M/s. Kwaliti Bright Steel Alloy New No.25, (Old No.137) Sidco Industrial Estate Ambattur, Chennai – 600 098	22	Mahalakshmi Industries 114, Old Mahabalipuram Road S V Complex, Perungudi Chennai – 600 096.

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SL	VENDORS	SL	VENDORS
23	M/s. Microface Engineers (M) Pvt. Ltd. SP 64, III Main Road Ambattur Industrial Estate Chennai – 600 058	24	M/s. Microne Industries #17, Pattaravakkam Railway Station Road Sidco Industrial Estate Chennai – 600 098
25	M/s. Newall Engineering Works L4, Ambattur Indl. Estate Chennai – 600 058	26	M/s. Omplas Systems S.F.No.1/192, Anna Road Gerugambakkam (On Porur, Kundrathur Road) Chennai – 601 101
27	Pandyan Industrial Equipments Private Ltd. New No.23, (Old No.41) Ist Reddy Street, Ekkattuthangal Chennai - 600 032	28	M/s. Pioneer Industries 1/140, Post Office Street Thuraipakkam Chennai – 600 097
29	M/s. Pore Seals India (P) Ltd. 308-B, Nehru Nagar Perungudi Chennai – 600 096	30	M/s. Power Tech #3/559-B, Kundrathur Road Madanantha puram Porur Chennai – 600 116.
31	M/s. Preciqual Components (P) Ltd. No.324, 2nd Cross Street Nehru Nagar, Kottivakkam Chennai – 600 096.	32	M/s. Precision Equipments (Chennai) Pvt. Ltd. 130, Industrial Estate Perungudi Chennai – 600 096.
33	M/s. Precision Machine & Auto Components (P) Ltd. No.25 & 26, Mount Poonamallee Road Nandambakkam Chennai – 600 089.	34	M/s. Precision Machines & Equipments Pvt. Ltd. Unit-1, No.9, M G Road N S C Bose Nagar Pootha Medu, Porur Chennai – 600 116
35	M/s. Rajamma Engg. Pvt. Ltd. SP-2E/13 Industrial Estate 3rd Main Road, Ambattur Chennai – 600 058	36	M/s. R C Das Engg. Pvt. Ltd. SP-70, XV III Phase, 3rd Main Road Ambattur Indl. Estate Chennai – 600 058.
37	M/s. RSL Alloy Coating (P) Ltd. 764/2B, Pillaiyar Koil Street Vazhthalambedu Village Chennai – 600 044	38	M/s. Sali Engineers No.77-A, Thiruvalluvar Street Jagadhambigai Nagar Padi Chennai – 600 050
39	M/s. Sahana Engineering C-52, Sidco Industrial Area Maraimalai Nagar Kanchipuram (Dt.) – 603 209	40	M/s. Sanvir Industries 14, North Street Balaji Nagar, Chrompet Chennai – 600 044
41	M/s. Sri Auto Weld No.2/298-A, Sundareswarar Nagar Extn. (opp. Maanthoppu) Moolavarawathy Kovoor Chennai – 602 101.	42	M/s. Sri GaneshRaman Industries #3, Multi Industrial Estate Gerugambakkam Chennai – 602 101
43	M/s. Sri Guru Industries 82-A, Brahmin Street Sidco Indl. Estate, Pattraivakkam Ambattur, Chennai – 600 098	44	M/s. Sri Kamalambiga Engineers Pvt. Ltd. 6/17, Elango Nagar Padi Chennai – 600 050

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45	M/s. Sree Venkateswara Stellite Engg. No.1, Parvathy Avenue Sakthi Nagar, Porur Chennai – 600 116	46	M/s. Susan Engg. Company No.6, Self Help Indl Estate Keelkattalai Chennai – 600 117
47	M/s. Sri Pranav Tech 4/69A, Mariamman Koil Street 83, Thandalam Kovur Chennai – 600 122	48	M/s. Sri Srinivasa Industries No.34, Industrial Estate Perungudi Chennai – 600 096.
49	M/s. Tribology India Ltd. TVS Complex Padi Chennai – 600 050	50	M/s. Vaishnavi Enterprises No.216, Sri Ganesh Street Athipet, Ambattur Industrial Estate Chennai – 600 058.
51	M/s. Valve Manufacturing Inds. New No.1/161, Pillaiyar Koil Street Old Mahabalipuram Road Thuraipakkam Chennai – 600 096	52	M/s. Wadhwa Brothers Engg. Plot No.2-A, Vellala Street Ambattur Industrial Estate Kuppam Chennai – 600 058
53	M/s. XYLUS Flowtech Engg. Pvt. Ltd. F-10, Ambattur Industrial Estate Ambattur Chennai – 600 058	54	M/s. S.R.Fabricators Pvt. Ltd. Plot No.B-25A, Sipcot Industrial Complex Gummidipoondi – 601 201 Thiruvallur Dist.
RANIPET VENDORS			
1	M/s. Ranipet Induction Hardening Pvt. Ltd. No.104-B, Sipcot Industrial Complex Ranipet – 632 403		
COIMBATORE VENDORS			
1	M/s. Ashwin Industries (P) Ltd. 163, Gandhi Nagar Thekkupalayam Coimbatore – 641 020	2	M/s. Autokrafts CNC Impeex 24, Vivekananda Nagar Singanallur (Post) Coimbatore – 641 005
3	M/s. Babu Industries 18, Nanda Nagar Road Singanallur Coimbatore – 641 005	4	M/s. Balaji Machine Tools Private Limited S F 352/B2 (D.No.370-A) Ulaipalar Street, G N Mills Post Vellakinar, Coimbatore – 641 029.
5	M/s. Best Heat Treatment Services 53, Sidco Industrial Estate Coimbatore – 641 021	6	M/s. Bharat Engg. Sales & Services Eran Thottam, 1411A, Sathy Road Ganapathy Post Coimbatore – 641 006
7	M/S. Bhuvaneswari Machine Works 54/148, Bhavaneswari Nagar Thekkupalayam (PO) Coimbatore – 641 020	8	M/s. Bluemount Machine Works 7/3, Sri Ramakrishna Nagar, Thiruvalluvar Street Kavundampalayam Coimbatore – 641 030
9	M/s. B S Engineering Works 1/474, Avinashi Road Mudalipalayam Pirivu Neelambur Post Coimbatore – 641 014	10	M/s. CIMCO Industries 422, Patel Road Ram Nagar Coimbatore – 641 009.
11	M/s. Co-Tech Industries 1310, Avanashi Road Coimbatore – 641 014	12	M/s. Deepa Machinery & Manufacturing Pvt. Ltd. Sidco Industrial Estate Kurichi Coimbatore – 641 021

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13	M/s. Dharam Gears 5-B, N R R Layout Singanallur Coimbatore – 641 005	14	M/s. Dinesh Engineering Enterprises 73/1, 2nd Main, L.G.B. Nagar R K Puram Coimbatore – 641 035
15	M/s. Electro Treatments 1, Venkatasamy Nagar Athipalayam Road Ganapathy (PO) Coimbatore – 641 006	16	M/s. Flow Mek Industries 15, Pattanam Cut Road Ondipudur Coimbatore – 641 016
17	M/s. GECO Special Machiners 25-H, Rajaji Nagar Trichy Road Singanallur Coimbatore – 641 005	18	M/s. Golden Engineering Works S F No.124, Avinashi Road Muthalipalayam Pirivu Arasur Post Coimbatore – 641 407
19	M/s. G R Industries Madukarai Roal Industrial Estate Coimbatore – 641 021	20	Hiacme Automations India Private Limited #27, (Old No.1E) First Kasthuribai Street Ganapathy Coimbatore – 641 006
21	M/s. High Precision Industry 3/170, A-3, Sivasakthi Colony Industrial Estate (PO) Coimbatore – 641 021	22	M/s. Jega Precision Drives (P) Ltd. 1/375, Sri Lakshmi Nagar K.Vadamadurai Post Coimbatore – 641 107
23	M/s. Klassic Engineering 14, Ganesh Gounder Thottam Annaippar Street, Nallampalayam Ganapathy Coimbatore – 641 006	24	M/s. KMT Engineering 16, Aerodrome Road Singanallur (PO) Coimbatore – 641 005
25	M/s. K N V Industries 10/3, Sanganoor Road Rathinapuri Coimbatore – 641 027	26	M/s. Kaarthic Worms 10, Textool Canteen Road Ganapathypudur Coimbatore – 641 006
27	M/s. L.G. Balakrishnan & Bros Limited S.F.NO.195, Kondayampalayam Village Pillaiyar Kovil Street Vaiyampalayam Ccoimbatore– 641 110.	28	M/s. Mahesh Industries 23, Plague Mariamman Koil St. Peelamedu Coimbatore – 641 004
29	Mech ‘N’ Tech Engineers 17,18, Bharathipuram Malumachampatti (PO) Coimbatore – 641 021	30	M/s. Metal Cut Associates 21, Industrial Estate (Near Athipalayam Pirivu) Ganapathy Coimbatore – 641 006.
31	Miraa Equipments 30-B,Srinivasa Nagar Jothipuram Coimbatore – 641 047	32	M/s. Mohan Industries SF 553, Keeranathan Pudupalayam Keeranathan Post Coimbatore – 641 035
33	M/s. M S K Engineering Works E-17, Sidco Industrial Estate (Opp. Janatics India (P) Ltd.) Kurichi Coimbatore – 641 021.	34	M/s. Myco Industry 472-C, Kamarajar Road Peelamedu Post Coimbatore – 641 004
35	M/s. Oriental Plants & Equipments (P) Ltd. SF No. 663, Trichy Road Ravathur Pirivu Coimbatore – 641 103	36	M/s. Oumsakthi Industries 464, Kamarajar Road Peelamedu Coimbatore – 641 004

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37	M/s. Polymer Products 78, Chinnavedampatti Road Ganapathy Coimbatore – 641 006	38	M/s. Precitech CNC 481/2, Ellai Thottam Road Balaguru Garden Peelamedu, Coimbatore – 641 004
39	M/s. Radhakrishna Industries 8, Mariamman Koil Street Peelamedu, Pudur Coimbatore – 641 004	40	M/s. Ravilla Precision Engg. Pvt. Ltd. No.4, Aerodrame Road Singanallur Coimbatore – 641 005
41	M/s. Respect Engg. India Private Limited 38, Mariamman Koil Street Peelamedu Pudur Coimbatore – 641 004	42	M/S. RRP Techno Works 54 & 55 Krishna Nagar Sowripalayam Coimbatore – 641 028
43	M/s. Sankara Engg. Enterprises 21C, Avinashi Road Coimbatore – 641 014	44	M/s. SCB PRECISION INDUSTRIES Nanda Nagar Plot Singanallur Coimbatore – 641 005
45	M/s. Senthil Metallurgical Industries 70-A, Sidco Industrial Estate Coimbatore – 641 021.	46	M/s. S M G Industries 621-B, Trichy Road Singanallur, Coimbatore – 641 005.
47	M/s. SreeBalashanmuga Industries New No. 24 (Old No.1), Brindhavan Colony Uppilipalayam Main Road Uppilipalayam (Post) Coimbatore – 641 015.	48	M/s. Sree Megala Gear Industries 63/1-C2, Elango Nagar Avarampalayam Coimbatore – 641 006
49	M/s. Sri Karthikeya Textool Engineering II Street, Lakshmipuram Peelamedu Coimbatore – 641 004	50	M/s. Sri Hari Hitech Industries 18/1-D, Ranganayaki Nagar Thekkupalayam Post Perianaicken Palayam Coimbatore – 641 020
51	M/s. Sri Vishnu Heat Treaters Door No.56, SF No.380-381 Codea Park, Kurumbapalayam (PO) Sarkar Samakumal Coimbatore – 641 107	52	M/s. Sri Vishnu Induction Treaters 1433/A, Sathi Main Road Ramakrishnapuram Bharathi Nagar, Ganapathy Coimbatore – 641 006
53	M/s. S S CNC Works (I) Pvt. Ltd. 483/2-C, Ellaithottam (East Ext.) Peelamedu Coimbatore – 641 004	54	M/s. Suganthi Electro Process 6-H, Sathy Road (Opp. Vaiyapuri Nagar) Kurumbapalayam, Kovilpalayam Post Coimbatore – 641 107
55	M/s. Super Bright Steels S F No. 63/4, Athipalayam Road Chinnavedampatty Coimbatore – 641 006	56	M/s. Super Platers No.30, Athipalayam Main Road Chinnavedampatti Post Ganapathy, Coimbatore – 641 006
57	M/s. Techno Therm Industries No.160-A, Saradha Mill Road Sundarapuram Post Coimbatore – 641 024.	58	M/s. Techno Tool Engineering 575, Thevar Thootam Trichy Road, Singanallu Coimbatore – 641 005
59	United Engineers SF No. 192, Eari Thottam Kannampalayam Coimbatore – 641 402	60	M/s. Veejay Lakshmi Engg. Works Limited Sengalipalayam N.G.G.O Colony P.O Coimbatore – 641 022
61	M/s. V Engineering 16-A, Aerodrome Road Singanallur Coimbatore – 641 005	62	M/s. Veeyes Engineering Private Limited S F No. 70/2B & 72/1B Kuttai Thottam Athipalayam Road Chinnavedampatti Post Ganapathy, Coimbatore – 641 006

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