

	<p align="center">Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518, Fax : 0431 – 2520212 e.mail: ram raj@bheltry.co.in</p> <p align="center">Materials Management / Manufacturing Contracts, Claims & Clearance</p>	<p align="center">AN ISO 9001 COMPANY</p>
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NO : CCC/MM/Mfg.,/S1/6/1020
TO :

Dt.:11.11.2006

Dear Sirs,

Sub : Speedy movement of materials from **BHEL-TIRUCHY –14 /**
to various Destinations in INDIA and vice-versa and from any
place in India to any other place and BHEL Complex
of Chennai Harbour Office to various Destinations in INDIA - reg.

Please submit your competitive offer for Speedy movement of materials taking care of the following terms and conditions:

- 1) Tender No. : **S1 / 6 / 1020 DT. 11.11.2006**
- 2) Scope of Work : Speedy movement of materials from BHEL-Tiruchy to various Destinations in INDIA and vice-versa and BHEL Complex of Chennai Harbour Office to various destinations in India as per Schedules enclosed.
- 3) Period of Contract : **ONE YEAR** from the Date of Awarding of Contract
- 4) Earnest Money Deposit : **Rs.1,00,000/-** (Rupees One Lakh only) to be remitted in the form Demand Draft in favour of BHEL payable at Trichy.

TENDER SUBMITTED WITHOUT EMD WILL BE REJECTED

- 5) Last Date/Time for Receipt of Tender:: **10.30 AM ON 27.11.2006**
- 6) Date/Time for Tender Opening : **10.35 AM ON 27.11.2006**
- 7) Other Terms and Conditions :As per BHEL Genl.Terms & Conditions and special Conditions

8) Remarks

A) The Tenderers who apply through website are requested to go through the details given in the Annexure I and they should comply with the documents called for.

B) The "**RATE**" should be quoted on "**RATE PER KG BASIS**" based on the Weight slab irrespective of the distance. The materials are to be collected from / delivered to BHEL-TIRUCHY / BHEL SITES and from our SUPPLIER'S WORKS IN INDIA to BHEL/TIRUCHY and vice-versa and also from any place in India to any other place. In addition, consignments from BHEL COMPLEX AT CHENNAI HARBOUR OFFICE to various Destinations in INDIA are also to be handled.

- C) i) The RATES quoted will be "**FIRM**" for the entire period of contract.
ii) The Time allowed for various destinations is given in the enclosed Transit Schedule. Acceptance should be given by the Tenderer for this Transit Schedule.
iii) The Branch Offices available at various TOWNS/CITIES in INDIA should be clearly indicated.
iv) All Bookings are to be made on " TO BE BILLED AT BHEL/TIRUCHY" basis.
v) CASH / CHEQUE ON DELIVERY / FREIGHT CASH ON DELIVERY WILL NOT BE ACCEPTED.

D) "Those who apply through Website will be considered only if the conditions given in Annexure A are fulfilled":

Offers should be kept valid for a minimum of 3 Months from the date of tender opening.

The entire set of tender Document should be signed by the authorised signatory in and each every page and should be submitted in total.

The offer should be sent correctly in-time to this Office, in sealed cover indicating Tender No, Due Date etc. written neatly over the cover.

IN CASE YOU ARE NOT IN A POSITION TO SUBMIT OFFER, REPLY SUITABLY SPECIFYING THE REASONS FOR NOT QUOTING.

Thanking you,

Yours faithfully
for Bharat Heavy Electricals Ltd.,

Encl: Work Schedule,
Special Conditions.

(R.RAMASWAMY)
DGM / CCC / MM / Mfg.,

Annexure – A to Tender No.S1/6/1020 dt.11.11.2006

“Those who apply through Website will be considered only if the following conditions are fulfilled”:

- (i) Previous Experience in executing Speedy Movement of materials for a minimum period of 2 years with any one of the Public Sector Units / Central Government duly supported with documentary evidence.**
- (ii) The tenderers should have branch offices at Trichy, Chennai, Ranipet, Bangalore, Coimbatore and should furnish full address, phone no., mobile number, e.mail id, name of the contact person for these branches.**
- (iii) They should be in possession of PAN Number.**
- (iv) Audited Balance Sheet / Profit and Loss Account for 3 years (2001-2002, 2003-2004 and 2004-2005).**

SPECIAL TERMS AND CONDITIONS –TENDER NO. S1 / 6 / 1020 / 11.11.2006

1)SCOPE: Speedy movement of materials from BHEL-Tiruchy to various Destinations in INDIA and vice-versa and BHEL Complex of Chennai Harbour Office to various Destinations in INDIA and from any place in India to any other Place as per Schedule I, II,III and IV enclosed for **A PERIOD OF ONE YEAR FROM THE DATE OF AWARDING OF CONTRACT.**

2.Rate:

- a) There will be no price variation on account of any increase/decrease of diesel price or any other spares parts and consumables during the tenure of the Contract.
- b) The Rate quoted by the Carrier shall be **FIRM** throughout the tenure of the Contract.
- c) The rate is inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.

3) DELIVERY:

(a)It is the responsibility of the contractor to collect and deliver the consignment safely to the consignee within the committed delivery/transit time. Detailed delivery schedule indicating the From – To Stations, the allowed number of Days for the transportation of materials is enclosed (**Annexure I**)

c) Any additional Station not covered in the above Transit Schedule may please be indicated duly incorporating the corresponding delivery time.

(e) In case of any new stations, the delivery time in terms of number of days will be allowed at the rate of 1 day per 300 Kms. per day from the nearest branch office.

4)DELIVERY PERIOD: Actual Delivery time + 1 Day for booking + 1 Day for Delivery. Anything more will be counted as Delay.

5)DOCUMENTATION:

(A) It is the responsibility of the contractor to collect all the required despatch documents such as Invoice, Sales Tax Forms, Bills, Excise Invoice, Packing List, Delivery challans, Road Permit etc., from the consignor at the time of booking the consignments.

(B) For the inward consignments, at the time of reporting to BHEL Security Gates, the Carrier should produce the relevant Challans, Packing Lists, Gate Pass etc, to make entry in the Gates. Likewise for the outward consignments, while collecting the materials from BHEL Complex to other Destination Points, the carrier should collect relevant Gate Pass, Packing Lists, Invoice etc. for taking out the material.

(C)While accepting the consignments for transportation, the Carriers should doubly ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.

(D)Any detention of consignment on this account will be the Carriers' responsibility.

(E) If a consignment is detained en route by the check-post authorities and penalty, such as advance tax, compound tax etc. is imposed, such penalty will have to be borne by the Carriers. It is also the responsibility of the carrier to get the consignment released from the check post and deliver it in time.

(F)The formalities of Excise duty gate Pass for the materials moved shall be adhered to strictly. The duplicate Transporter's copy of Excise Invoice etc., should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the Carrier.

(G) The Road Permit collected from the consignor should be handed over to the Consignee without fail.

6)PENALTY for delayed delivery :

Sl.No.	DELAY	% of Penalty
01	One Day	5%
02	Two Days	10%
03	Three Days	15%
04	Four Days to Seven Days	25%
05	Above 7 Days	100%

Note: I) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, then it will be counted as **DELAY**.

II) The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment **EXCLUDING OCTROI AND SERVICE CHARGES**.

7) PENALTY for Failure to Collect Material:

On receipt of the intimation from BHEL / Vendor through e.mail / phone / call letter to collect the material, it is the responsibility of the Contractor to collect the material immediately. For delay in the collection of materials, a penalty of Rs.200/- per day will be imposed.

8) In the event of failure by the Contractor to fulfill the contractual obligations, BHEL reserves the right to get the same done through alternate sources at the sole risk and cost of the contractor.

9) Bills should be submitted in duplicate along with the original acknowledgement and approval from the Executives as the case may be.

10) **FORCE MAJEURE** : a) 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 reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY , CIVIL COMMOTION, EPIDEMICS, or ACT 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 DGM/CCC/FB subject to prompt notification by the contractor.

11.OCTROI CHARGES: Octroi Charges if any paid by the Carrier will be reimbursed by the Consignor / Consignee at the time of billing by the Carrier. For this, the Carrier should produce relevant supporting vouchers along with the freight bills.

12. Should there be any damage or loss of materials during transportation, the contractor shall be responsible for the same.

13) **INSURANCE:** At the time of booking the consignment, the Carrier should ensure that the insurance coverage is taken for the said consignment either by the Consignor or by the Consignee.

14) **CLAIMS:** In case of claims the concerned delivery Branch shall issue Certificate of facts to enable the consignee to take up the matter suitably with the under-writers. In case of any in this account, then the entire claim amount will be recovered from the Carrier.

15) **Demurrage Charges:** Demurrage charges shall not be paid any of BHEL Consignments and it is also applicable for the consignments booked on To-Pay basis.

16)TIMINGS & PROCEDURE FOR DELIVERY / COLLECTION OF CONSIGNMENTS AT BHEL:

The vehicle should report to BHEL Premises in between 08.30 AM to 11.30 AM in the MORNING and 1.30 PM and 3.00 PM in the AFTERNOON for delivery of the consignments pertaining to BHEL. In the event of any failure to place the truck as required, suitable action will be taken against the contractor, including penalty for such failures.

- a) **BHEL** Security regulations shall be followed by the Carrier.
- b) Environmental Management Systems (EMS) regulations of BHEL shall also be observed while in BHEL complex and at the time of carrying BHEL materials. The EMS regulations are enclosed as **annexure II** to the Special Conditions.

c) The Operational Control Procedures(OCP)with regard to the internal and external movement of materials inside and outside the BHEL premises are enclosed as an **annexure III** to the Special Conditions. The carrier shall give in writing with respect to the adherence and implementation of above OCP during the tenure of the contract.

(d)Wherever ROAD PERMIT 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.

17) a)The contractor will be solely responsible for any damages caused by the Contractor's vehicles /persons to the BHEL materials/properties and the persons working in the BHEL Complex.

b)BHEL will not be responsible for any damages to the Contractor's Vehicles/Injury to their employees / Persons while booking/ delivering the Cargo in BHEL premises.

c) The employees/persons of the Contractor who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.

18.The quantum indicated in the tender is only tentative and may vary with the actual requirement during the tenure of the contract.

19.The transport Carrier shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract .

20. BHEL reserves the right to extend or foreclose the contract if required with the mutual consent of the transport carrier(s) and BHEL.

21` . The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the Special Conditions shall prevail.

22. The General Terms and Conditions, Special Terms and Conditions and the annexures shall form part of the Contract.

**SIGNATURE OF THE TENDERER
WITH SEAL**

BHEL / TRICHY -14
WORK/RATE FOR TENDER NO: S1 / 6 / 1020
SPEEDY MOVEMENT OF MATERIALS FOR BHEL/TRICHY-14
SCHEDULE – I

1)RATE per KG for transportation of Materials: ALL INDIA (Excepting Southern States)
 From BHEL/Trichy-14 to any place and vice versa (including for booking/delivery from BHEL Complex of Chennai Harbour Office to various Destinations in INDIA except stations in Southern States)

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

2)a)Minimum Chargeable Weight :	_____ KG per consignment
b) Minimum Charge	Rs. _____ per Consignment
c)Service Tax, if any	_____ %
d) Maximum Size allowed	_____ in cms
1) For Volume Occupying Items (Weight Equivalent per Cubic Feet) Note: This weight will be taken for freight payment if this happens to be higher than actual weight.	_____ Kgs / Cubic feet

DATE : / / 2006.

SIGNATURE OF THE TENDERER
WITH SEAL

4) # Extra Charges if any for Delivery Point away from nearest Branch Office	Rs. _____ per KM
5) \$ Service charges for arranging Statutory Documents en route	Rs. _____
6) Octroi Charges if any,	Rs. _____

7) **Delivery Time** : **ESS List vide (ii) attached. YES / NO** Please (Tick)

NOTE: (I) Detailed delivery/Transit schedule (No. of Days) "From and TO" for all stations of INDIA is enclosed.

(ii) Extra Service Stations (ESS) list indicating transit time in terms of No. of Days or 300 K.Ms per DAY shall be furnished by the Contractor

(iii) For more details, please refer Sl.No. 3 of Special Terms & Conditions of tender.

8) Penalty for Delayed Collection: For delay in the collection of materials, a penalty of Rs.200/- per day will be imposed.

9) Penalty for Delayed Delivery :

(i) NO penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

(ii) **PENALTY** for delayed delivery :

Sl.No.	DELAY	% of Penalty
01	ONE DAY	5%
02	TWO DAYS	10%
03	THREE DAYS	15%
04	FOUR DAYS TO SEVEN DAYS	25%
05	ABOVE SEVEN DAYS	100%

Note: I) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, then it will be counted as **DELAY**.

II) The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment **EXCLUDING OCTROI AND SERVICE CHARGES**.

III) If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.

(a) Upto & Inclusive of 25 Kms. Delivery will be free of cost and for the above 25 Kms, the rate/KM will be calculated including 25 Kms.

(b) The transit time for ESS will be calculated at the rate of 300 Kms per day over and above 25 Kms.

\$ The Service Charge is applicable only when statutory documents are not given by consignor at the time of booking.

DATE : / / 2006.

SIGNATURE OF THE
TENDERER WITH SEAL

BHEL / TRICHY -14
WORK/RATE FOR TENDER NO: S1 / 6 / 1020
SPEEDY MOVEMENT OF MATERIALS FOR BHEL/TRICHY-14
SCHEDULE – II

1) RATE per KG for transportation of Materials: SOUTHERN STATES
 (From BHEL/Trichy-14 or TPPO/CHENNAI to any place in Tamil Nadu, Kerala, Pondicherry, Karnataka and Andhra Pradesh and vice versa.

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

2)a)Minimum Chargeable Weight :	_____ KG per consignment
b) Minimum Charge	Rs. _____ per Consignment
c)Service Tax, if any	_____ %
d) Maximum Size allowed	_____ in cms
2) For Volume Occupying Items (Weight Equivalent per Cubic Feet) Note: This weight will be taken for freight payment if this happens to be higher than actual weight.	_____ Kgs / Cubic feet

DATE : / / 2006.

SIGNATURE OF THE TENDERER
WITH SEAL

4) # Extra Charges if any for Delivery Point away from nearest Branch Office	Rs. _____ per KM
5) \$ Service charges for arranging Statutory Documents en route	Rs. _____
6) Octroi Charges if any,	Rs. _____

7) **Delivery Time : ESS List vide (ii) attached. YES / NO** Please (Tick)

NOTE: (I) Detailed delivery/Transit schedule (No. of Days) "From and TO" for all stations of INDIA is enclosed.

(ii) Extra Service Stations (ESS) list indicating transit time in terms of No. of Days or 300 K.Ms per DAY shall be furnished by the Contractor

(iii) For more details, please refer Sl.No. 3 of Special Terms & Conditions of tender.

8) Penalty for Delayed Collection: For delay in the collection of materials, a penalty of Rs.200/- per day will be imposed.

9) Penalty for Delayed Delivery :

(i) NO penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

(ii) **PENALTY** for delayed delivery :

Sl.No.	DELAY	% of Penalty
01	ONE DAY	5%
02	TWO DAYS	10%
03	THREE DAYS	15%
04	FOUR DAYS TO SEVEN DAYS	25%
05	ABOVE SEVEN DAYS	100%

Note: I) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, then it will be counted as **DELAY**.

II) The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment **EXCLUDING OCTROI AND SERVICE CHARGES**.

III) If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.

(a) Upto & Inclusive of 25 Kms. Delivery will be free of cost and for the above 25 Kms, the rate/KM will be calculated including 25 Kms.

(b) The transit time for ESS will be calculated at the rate of 300 Kms per day over and above 25 Kms.

\$ The Service Charge is applicable only when statutory documents are not given by consignor at the time of booking.

DATE : / / 2006.

SIGNATURE OF THE
TENDERER WITH SEAL

BHEL / TRICHY –14
WORK/RATE FOR TENDER NO: S1 / 6 / 1020
SPEEDY MOVEMENT OF MATERIALS FOR BHEL/TRICHY-14
SCHEDULE – III

1) RATE per KG for transportation of Materials: POINT TO POINT

i) Trichy to Bangalore and vice – versa :

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

ii) Trichy to Ranipet and vice – versa :

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

DATE : / / 2006.

SIGNATURE OF THE TENDERER
WITH SEAL

iii) Trichy to Chennai and vice – versa :

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

iv) Trichy to Coimbatore and vice – versa :

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

DATE : / / 2006.

SIGNATURE OF THE TENDERER
WITH SEAL

2)a)Minimum Chargeable Weight	_____ KG per consignment
b) Minimum Charge	Rs. _____ per Consignment
c)Service Tax, if any	_____ %
d) Maximum Size allowed	_____ in cms
3) For Volume Occupying Items (Weight Equivalent per Cubic Feet) Note: This weight will be taken for freight payment if this happens to be higher than actual weight.	_____ Kgs / Cubic feet
4) # Extra Charges if any for Delivery Point away from nearest Branch Office	Rs. _____ per KM
5)\$ Service charges for arranging Statutory Documents en route	Rs. _____
6) Octroi Charges if any,	Rs. _____

7) **Delivery Time** : **ESS List vide (ii) attached. YES / NO** Please (Tick)

NOTE: (i) Detailed delivery/Transit schedule (No. of Days) "From and TO" for all stations of INDIA is enclosed.

(ii) Extra Service Stations (ESS) list indicating transit time in terms of No. of Days or 300 K.Ms per DAY shall be furnished by the Contractor

(iii) For more details, please refer Sl.No. 3 of Special Terms & Conditions of tender.

8) Penalty for Delayed Collection: For delay in the collection of materials, a penalty of Rs.200/- per day will be imposed.

9) Penalty for Delayed Delivery :

(i) NO penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

(ii) **PENALTY** for delayed delivery :

Sl.No.	Delay	% of Penalty
01	One Day	5%
02	Two Days	10%
03	Three Days	15%
04	Four Days to Seven Days	25%
05	Above Seven Days	100%

Note: I) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, then it will be counted as **DELAY**.

II) The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment **EXCLUDING OCTROI AND SERVICE CHARGES**.

III) If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.

(a) Upto & Inclusive of 25 Kms. Delivery will be free of cost and for the above 25 Kms, the rate/KM will be calculated including 25 Kms.

(b) The transit time for ESS will be calculated at the rate of 300 Kms per day over and above 25 Kms.

\$ The Service Charge is applicable only when statutory documents are not given by consignor at the time of booking.

DATE : / / 2006

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TENDERER WITH SEAL Page 3 of 3

BHEL / TRICHY –14
WORK/RATE FOR TENDER NO: S1 / 6 / 1020
SPEEDY MOVEMENT OF MATERIALS FOR BHEL/TRICHY-14
SCHEDULE – IV

ALL INDIA – From Any place in India and to any other Place

1) RATE per KG for transportation of Materials:

Weight Slab	Rate per KG
a) for WEIGHT from 1-500 KGs	Rs. _____
b) for Weight from 501 – 1000 kgs	Rs. _____
c) for Weight from 1001- 2000 kgs	Rs. _____
d) for Weight from 2001-3000 kgs	Rs. _____
e) for Weight from 3001- 4000 kgs	Rs. _____
f) for Weight from 4001- 5000 kgs	Rs. _____

2)a)Minimum Chargeable Weight :	_____ KG per consignment
b) Minimum Charge	Rs. _____ per Consignment
c)Service Tax, if any	_____ %
d) Maximum Size allowed	_____ in cms
4) For Volume Occupying Items (Weight Equivalent per Cubic Feet) Note: This weight will be taken for freight payment if this happens to be higher than actual weight.	_____ Kgs / Cubic feet

DATE : / / 2006.

SIGNATURE OF THE TENDERER
WITH SEAL

4) # Extra Charges if any for Delivery Point away from nearest Branch Office	Rs. _____ per KM
5) \$ Service charges for arranging Statutory Documents en route	Rs. _____
6) Octroi Charges if any,	Rs. _____

7) **Delivery Time** : **ESS List vide (ii) attached. YES / NO** Please (Tick)

NOTE: (I) Detailed delivery/Transit schedule (No. of Days) "From and TO" for all stations of INDIA is enclosed.

(ii) Extra Service Stations (ESS) list indicating transit time in terms of No. of Days or 300 K.Ms per DAY shall be furnished by the Contractor

(iii) For more details, please refer Sl.No. 3 of Special Terms & Conditions of tender.

8) Penalty for Delayed Collection: For delay in the collection of materials, a penalty of Rs.200/- per day will be imposed.

9) Penalty for Delayed Delivery :

(i) NO penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

(ii) **PENALTY** for delayed delivery :

Sl.No.	DELAY	% of Penalty
01	ONE DAY	5%
02	TWO DAYS	10%
03	THREE DAYS	15%
04	FOUR DAYS TO SEVEN DAYS	25%
05	ABOVE SEVEN DAYS	100%

Note: I) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, then it will be counted as **DELAY**.

II) The above % of penalty is imposed on the **TOTAL FREIGHT CHARGES** of the consignment **EXCLUDING OCTROI AND SERVICE CHARGES**.

III) If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.

(a) Upto & Inclusive of 25 Kms. Delivery will be free of cost and for the above 25 Kms, the rate/KM will be calculated including 25 Kms.

(b) The transit time for ESS will be calculated at the rate of 300 Kms per day over and above 25 Kms.

\$ The Service Charge is applicable only when statutory documents are not given by consignor at the time of booking.

DATE : / / 2006.

SIGNATURE OF THE
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MM / Mfg / CCC -
ANNEXURE I – to Tender No. S1/6/1020
TRANSIT SCHEDULE

S.No.	STATION	Dely. PERIOD No. of DAYS
1	Agra	4
2	Ahmedabad	3
3	Ahmednagar	2
4	AIR Bangalore	1
5	Ajmer	4
6	Akola	4
7	Alandur	1
8	Aligarh	5
9	Allahabad	4
10	Allahabad (Hub)	4
11	Allepey	1
12	Alwar	4
13	Alwaye	1
14	Ambala Cannt	4
15	Ambala City	4
16	Ambattur	1
17	Ameerpet	2
18	Amravati	4
19	Amritsar	5
20	Ankaleshwar	3
21	Asansol	5
22	Aslali	3
23	Aurangabad	2
24	Badarpur	5
25	Baddi	6
26	Baharagora	7
27	Bangalore	1
28	Bangalore Cant	1
29	Bareilly	4
30	Baroda	3
31	Baruch	7
32	Batala	6
33	Batanagar	7
34	Behla	7
35	Belgaum	1
36	Bhandup	3
37	Bhatinda	7
38	Bhavnagar	3
39	Bhilwara	5
40	Bhiwadi	5
41	Bhiwandi	2
42	Bhopal	3
43	Bhubaneswar	3
44	Bicholium Goa	6
45	Bilaspur	4

S.No.	STATION	Dely. PERIOD No. of DAYS
46	Bokaro	5
47	Bommanhalli	1
48	Bommasandra	1
49	Broadway	1
50	Burra Bazaar	4
51	Calcutta	4
52	Calicut	1
53	Chandigarh	4
54	Chandrapur	3
55	Chatral	3
56	Chennai	1
57	Chikpet	1
58	Chiplun	2
59	Chirala	3
60	Chitradurga	2
61	Cochin	2
62	Coimbatore	1
63	Conoor	1
64	Cuddalore	1
65	Cuttack	3
66	Dadar	3
67	Daman	4
68	Dehradun	5
69	Delhi	4
70	Delhi Trans Yamuna	5
71	Dewas	2
72	Dhanbad	7
73	Dharuhera	5
74	Doddaballapur	1
75	Dombivilli	3
76	Ernakulam	1
77	Erode	1
78	Faridabad	4
79	Fertilizer Nagar	4
80	Gandhibagh	4
81	Gandhinagar	3
82	Gangtok	7
83	Ghandhidham	4
84	Ghaziabad	4
85	Gommidipoondi	1
86	Gorakpur	6
87	Guntur	2
88	Gurgaon	4
89	Guwahati	7
90	Gwalior	4

Signature of the Tenderer with Seal
Page 1 of 3

S.No.	STATION	DELY. PERIOD NO. OF DAYS
91	HALAL	4
92	HALDIA	7
93	HARDWAR	4
94	Harihar	1
95	Hissar	6
96	Hodhiarpur	7
97	Hoskote	2
98	HOSUR	1
99	HOWRAH	5
100	HUBLI	1
101	HYDERABAD	2
102	ICHCHAPURAM	3
103	INDORE	2
104	JABALPUR	4
105	JAIPUR	4
106	JALANDHAR	5
107	JALGAON	2
108	JAMMU	8
109	JAMNAGAR	4
110	JAMSHEDPUR	4
111	JHANSI	5
112	Jigni	1
113	JODHPUR	4
114	Junagadh	4
115	Kakinada	2
116	Kanchipuram	2
117	KANNAUJ	5
118	KANPUR	4
119	KANYAKUMARI	2
120	Kaol Bagh	6
121	Karur	1
122	Kashmere Gate	5
123	Katpadi	2
124	KHAPOLI	4
125	KHARAGPUR	6
126	KOLAR GF	3
127	KOLHAPUR	2
128	KOTA	4
129	Kottayam	2
130	KR PURAM	1
131	KUNDLI	5
132	LUCKNOW	4
133	Ludhiyana	5
134	Madivala	1
135	Madurai	1

S.No.	STATION	DELY. PERIOD NO. OF DAYS
136	Mandideep	4
137	Mangalore	2
138	Manipal	3
139	Maraimalainagar	1
140	Marma Goa	4
141	Matura	5
142	Maunathabhanjan	4
143	Meerut	4
144	Mira	4
145	Mohali	6
146	Moradabad	4
147	Mumbai	2
148	Mumbai(North)	2
149	Mumbai(South)	2
150	Murshidabad	5
151	Muzaffarpur	5
152	Mylapore	1
153	Mysore	1
154	Nacharam	3
155	Nagalo(Mundka)	1
156	Nagpur	2
157	Nampally	3
158	Naraina	5
159	Narasingpur	5
160	Nasik	2
161	NewJalpaiguri	5
162	Noida	4
163	Okhala	5
164	Ooty	2
165	Palghat	1
166	Panchkula	5
167	Panipath	6
168	Panjim	2
169	Panvel	2
170	Parrys	1
171	Parwanoo	5
172	Patancheru	1
173	Patiala	6
174	Patna	5
175	Peenya	1
176	Perungudi	1
177	Phargunj	5
178	Phursungi	2
179	Pithampur	2
180	Pondicherry	1

Signature of the Tenderer with Seal

S.No.	STATION	DELY. PERIOD NO. OF DAYS	S.No.	STATION	DELY. PERIOD NO. OF DAYS
181	Portblair	10	226	Tathwada	3
182	Posta	5	227	Thana	2
183	Pune	2	228	Thiruvottiyur	1
184	Pune City	2	229	Tirupathi	1
185	R.K.Puram	1	230	Tirupur	1
186	Rabale	2	231	Trichur	1
187	Raibareli	4	232	Trichy	1
188	Raipur	3	233	Trivandrum	1
189	Rajahmundry	3	234	Tumkur	1
190	Rajajinagar	1	235	Tuticorin	1
191	Rajkot	3	236	U.P.Border	5
192	Rampur	5	237	Udaipur	3
193	Ranchi	4	238	Udupi	2
194	Ranipet	1	239	Umbergaon	5
195	Rasayani	2	240	V.V.Nagar	5
196	Ratnagiri	3	241	Valsad	4
197	Rewa	5	242	Vapi	3
198	Rewari	5	243	Varanasi	4
199	Rohtak	5	244	Vardhamna	4
200	Roorkee	5	245	Vasai	2
201	Rourkela	4	246	Vashi	2
202	Royapettah	1	247	Vatwa	4
203	S.B.Road	4	248	Vijayawada	2
204	S.R.Godown	1	249	Vishakapatnam	3
205	Saharanpur	4	250	Wadi	2
206	Salem	1	251	Wagholi	3
207	Sambalpur	4	252	Wagle	2
208	Sanatnagar	3	253	Waluj	2
209	Sarkhej	3	254	Yamunanagar	6
210	Satara	2	255	Yelanka	1
211	Sativalli	4	256	Zuari Nagar	4
212	Shahibabad	6			
213	Shillong	7			
214	Shimoga	2			
215	Sholapur	2			
216	Silvassa	5			
217	Sinnar	4			
218	Sivakasi	1			
219	Solan	6			
220	Sultanpet	1			
221	Surat	3			
222	Surendranagar	3			
223	Taloja	2			
224	Tarapur	2			
225	Tarnaka	3			

Signature of the Tenderer with Seal

ANNEXURE II

SPECIAL CONDITIONS FOR ENVIRONMENTAL PRECAUTIONS

UNDER ENVIRONMENTAL MANAGEMENT SYSTEM(EMS)

PRECAUTIONS TO BE FOLLOWED BY TRANSPORT CARRIERS WHILE TRANSPORTING, HANDLING ETC. OF HAZARDOUS CHEMICALS.

1. The Environment precautions should be followed by Suppliers and transport contractors during transportation, handling (unloading etc.) of hazardous Chemicals in the vehicles authorised for carrying the same as per MOTOR VEHICLES ACT.


2) Availability of Trem Cards with the driver specially trained for handling hazardous Chemicals, to ensure safety while handling of hazardous chemicals, Guidelines to prevent leakage during transportation, handling (unloading etc) shall be ensured by the transport carriers.

3) The list of Hazardous Chemicals handled in BHEL are :-

LPG GAS, ACETONE, ACETYLENE, AMMONIA GAS, ARGON,
CALCIUM CARBIDE, CARBON DI OXIDE, CARBON MONOXIDE,
DIESEL (CLASS-B), HELIUM, HYDROGEN, KEROSENE,
LIQUOR AMMONIA, MINERAL TURPENTINE, NITRIC
ACID, NITROGEN, OXYGEN, PINE OIL, SUPHURIC
ACID, TRANSFORMER OIL AND TRICHLORO ETHGYLENME,
BARIUM CHLORIDE, CADMIUM OXIDE, COPPER
CYANIDE, HYDROGLORIC ACID, LIME POWDER, NICKEL
CHLORIDE, NICKEL SULPHATE, SODIUM CYANIDE, CARBON
TETRA CHLORIDE, CHROMIUM & COMPOUNDS, PHOSPHORIC
ACID, POTTASIAM CHLORIDE, ZINC & COMPOUNDS ETC.

Signature of the tenderer
with seal

Annexure III

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

- 1.0 Purpose : To ensure safety in transporting materials through LORRY, TRAILER etc.. including **OVER DIMENSIONAL/WEIGHT CONSIGNMENT**
- 2.0 Scope : Transportation of Heavy consignments from BHEL to site and vice versa.
- 3.0 Responsibility : DY. Manager/Stores/CCC.
- 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 :

Sno	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 departments/ 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	Stores/CCC/FB

SIGNATURE OF THE TENDERER
WITH SEAL

SPECIAL CONDITIONS OF CONTRACT - II

- 1) BHEL RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AND SPLIT THE TENDERED QUANTITY AMONG MORE THAN ONE TENDERER AND PLACE ORDERS ACCORDINGLY IN ANY PROPORTION, BASED ON COMMITMENT, REQUIREMENT AND SUPPLIERS' CAPABILITY IN TERMS OF DELIVERY AND QUALITY.
- 2) LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES THE RIGHT NOT TO CONSIDER THE SAME.
- 3) BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L.1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 4) BHEL RESERVES THE RIGHT TO NEGOTIATE THE L.1 RATE.
- 5) BHEL MAY ORDER ON MORE THAN ONE VENDOR AT THE LOWEST ACCEPTABLE PRICE TO BHEL.

SIGNATURE OF THE TENDERER
WITH SEAL

MM/FB/CONTRACTS,CLAIMS & CLEARANCE

- I. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs : 10%

Above Rs.10 lakhs up to Rs.50 Lakhs : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

II. Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) **Pay Order, Demand Draft in favour of BHEL.**
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Signature of The Tenderer with Seal

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

I. VEHICLES :

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

II. MOVEMENT OF VEHICLES :

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

III. SHIPPING :

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The loose pieces should be bundled before loading on the truck.
8. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
9. The materials should not be stacked too high to avoid hitting against live electric lines.
10. The load should not be over-hanging more than 3 feet from the end of the body.
11. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
12. While loading/unloading proper slinging practice should be followed.
13. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

Date :

Signature of the Tenderer
with seal & full address

CONDITIONS RELATED TO THE WELFARE OF LABOURS

1. The Minimum Wages as prescribed by the State Government from time to time should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.

3. He has to have his own PF and ESI Codes and comply with the relevant Acts.

4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.

5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.

6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Signature of the Tenderer
With Seal

Dated :
Place :

BHEL/FB/STORES
GENERAL CONDITIONS OF CONTRACT

1. DEFINITION :-

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

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

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SR.MANAGER/STORES/FB. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. OCTROI AND OTHER DUTIES:- 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.

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

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

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

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

10. SECURITY DEPOSIT:- (a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

(b) Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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 at the rates mentioned above.

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

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

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

12. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SR.MANAGER/STORES/FB to act in his stead.

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

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

The SR.MANAGER/STORES/FB shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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

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

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the SR.MANAGER/STORES/FB 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 th

e contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16.LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

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

If the Contractor shall :-

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

OR

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

OR

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

18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

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

If the Contractor,

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

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

OR

b) 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

c) 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 .

d) 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/STORES (FB) 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 SR.MANAGER/STORES/FB or the same shall be recovered from the Contractor by other means.

e) 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 SR.MANAGER/STORES/FB whose decision shall be final and conclusive.

19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-

If the Contractor :

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SR.MANAGER/STORES/FB or his authorised representative ;

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

c) 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 SR.MANAGER/STORES/FB 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 / STORES/FB 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 SR.MANAGER/STORES/FB whose decision shall be final and conclusive.

20. 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.

21.SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SR.MANAGER/STORES/FB 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.

22.SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SR.MANAGER/STORES/FB 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:

a) Deviation from the items provided in the contract documents.
b) Extra items / new items of work.
c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

23.PAYMENT OF BILLS :- All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the SR.MANAGER/STORES/FB.

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

25. POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

26.REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 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".

27.FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence 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/Stores/FB subject to prompt notification by the contractor.

28.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the SR.MANAGER/STORES/FB or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

29.

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

30.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.

31.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.

32.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.

33.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.

34.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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