

	Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. Phone : 0431 – 2571627, 1506,1597 E.mail : raj@bheltry.co.in Fax : 0431 – 2520212 Website : www.bhel.com CONTRACTS, CLAIMS & CLEARANCE / MM/Mfg.,	AN ISO 9001 COMPANY
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No: CCC/MM/Mfg/S1/9/1052

Tender Notice

Dt: 10.11.2009

To

Dear Sirs,

Sub: Tender inviting Price Bid for the transportation of 8000T Press Components **from Chennai Harbour** (Directly on wheel by Vessel Hook) **to BHEL Trichy-14** using **Hydraulic Axles** with suitable capacity Prime Movers

Please submit your competitive offer for the above subject transportation as per the conditions given in the WORK/RATE SCHEDULE and Terms & Conditions enclosed along with this tender.

01. Nature of Work : Transportation of 8000T Press Components **from Chennai Harbour** (Directly on wheel by Vessel Hook) **to BHEL Trichy-14** using **Hydraulic Axles** with suitable capacity Prime Movers

02. Item wise quantity, dimensions, weight and Tentative date of despatch

SL No	Item Details	Qty (Nos)	#Dimensions (LXWXH) (Meters)	#Wt. (MTs)	Tentative Date of Despatch	Min. Number of Axles required
1	Lower beam-middle	1	7.010 X 3.000 X 2.800	135.030	15.12.2009	12
2	Lower beams cross heads	2	9.600 X 2.900 X 2.500	75.960	15.12.2009	8
3	Mobile beam	1	11.300 X 2.000 X 3.400	180.000	15.12.2009	16
4	Upper tool casting	1	13.200 X 1.900 X 2.500	90.000	15.12.2009	10
5	Lower tool	1	12.800 X 2.500 X 1.500	120.000	15.01.2010	10

#Over and above 5% variation in the dimensions and weight shall be absorbed by transporter for freight payment.

03. Validity of the offer : Six Months from the date of opening of tender

04. LAST DATE FOR RECEIPT OF TENDER : **10.30 AM on 26.11.2009.**

05. DATE/TIME OF OPENING OF TECHNICAL BID : **10.35 AM on 26.11.2009.**

06. DATE/TIME OF REVERSE AUCTION : The tenderers who have accepted all the tender terms & Conditions and comply with our technical requirements will be qualified for Reverse Auction. The date / time of reverse auction will be indicated to the qualified tenderers separately through BHEL Authorized agencies.

07. EMD : **Rs. 1,50,000/-** (Rupees One Lakhs Fifty Thousand only). Demand Draft for this sum should be drawn in favour of Bharat Heavy Electricals Limited TRICHY-14 (Payable at Trichy) and the DD should be placed in a separate cover duly superscripting in the cover "EMD" and submitted.

TENDER WITHOUT EMD WILL BE SUMMARIELY REJECTED

08. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.General Terms & Conditions, 2.Special Conditions-I, 3.Special Conditions-II, 4.Safety Precautions, 5. Welfare conditions, 6.Safety Conditions and 7.OCP WHICH are enclosed along with this tender.
- (b) The above documents as given in 08(a) shall be duly signed and stamped in all pages **along with the enclosed technical data sheet duly filled** and placed in a common sealed cover specifying the tender No.& Date and Due Date and duly **superscripting the cover "TENDER TERMS & CONDITIONS"** and submitted.
- (c) Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and duly signed and stamped in all pages and placed in a separate sealed cover specifying the tender No.& Date and Due Date and duly **superscripting the cover "PRICE BID"** and submitted.
- (d) The Demand Draft towards **EMD** should be submitted in a separate sealed cover specifying the tender No.& Date and Due Date duly **superscripting the cover "EMD"**.
- (e) **Totally there will be 3 Separate covers. One cover for Tender Terms & Conditions, One cover for Price Bid and one cover for EMD.**
- (f) All the above 3 covers should be placed in a **common sealed cover** and submitted before the said due date as given above **superscripting the tender No.& Date and Due Date.**
- (g) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (h) BELATED and incomplete offers will become liable for rejection.
- (i) BHEL reserves the right to finalize this tender **THROUGH REVERSE AUCTION**

09. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) Should a tenderer 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
- (b) 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
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.

- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (j) If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- (k) If the successful tenderer is new to BHEL, the contract shall be awarded to him initially for a trial period of 6 months and only if the performance during the trial period is satisfactory the contract shall be extended for full term if applicable.
- (l) Should a Tenderer'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 thee 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.
- (m) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Terms & Conditions)

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons therefore.

Thanking you,

for Bharat Heavy Electricals Ltd.

(K.Rajendran)
DGM/CCC/MM/Mfg
Stores Admin. Block, Near East Gate
High Pressure Boiler Plant
Tiruverumbur, Trichy-620014

PRICE BID
“WORK / RATE SCHEDULE”
TENDER NO: S1/9/1052 Dt.10.11.2009

SCOPE OF WORK:- Transportation of 8000T Press Components **from Chennai Harbour** (Directly on wheel by Vessel Hook) **to BHEL Trichy-14** using **Hydraulic Axles** with suitable capacity Prime Movers

SL No	Item Detail, Individual Dimensions (LXWXH in Meters) and Weight in MTs	Qty Nos.	Minimum no. of Axles required per consignment	Rate per Consignment
1	Lower beam-middle 7.010 X 3.000 X 2.800 & 135.030 MTs	1	12	Rs. _____/- Rupees _____ _____ only/-
2	Lower beams cross heads 9.600 X 2.900 X 2.500 & 75.960 MTs	2	8	Rs. _____/- Rupees _____ _____ only/-
3	Mobile beam 11.300 X 2.000 X 3.400 & 180.000MTs	1	16	Rs. _____/- Rupees _____ _____ only/-
4	Upper tool casting 13.200 X 1.900 X 2.500 & 90.000MTs	1	10	Rs. _____/- Rupees _____ _____ only/-
5	Lower tool 12.800 X 2.500 X 1.500 & 120.000 MTs	1	10	Rs. _____/- Rupees _____ _____ only/-
Over and above 5% variation in the dimensions and weight shall be absorbed by transporter for freight payment.				

Note:-

- The Rate quoted shall be FIRM throughout the currency of the Contract.
- The L1 tenderer will be identified only based on the individual rate quoted for the above items separately.

DISTANCE : _____ kMs

TRANSIT TIME : _____ Days

SPECIAL INSTRUCTIONS

- The date of despatch given is only tentative and actual date will be intimated at the time of LOI or contract or shipping will communicate this in writing through e-mail

Place:
Date:

Signature of the Tenderer
with seal & full address

02. The Contractor has to place the vehicle in a fully assembled condition with Prime Mover as per the LOI / call letter / email / Fax / Telegram etc given by User / Authorized departments of BHEL. In case, the contractor fails to place the same, a penalty of Rs.1000/- per day per axle shall be levied towards delay in placement of trailer. However, a free period of 4 days (inclusive of Sunday and Holiday) shall be allowed from the notified date.
03. (a) For axles in unloaded condition, a sum of Rs.1000/- per day per axle shall be paid after a free period of 5 days (inclusive of Sunday and Holiday) from the date of reporting.
(b) Detention Charges at the point of unloading shall be paid @ Rs.1500/- per day per axle after a free period of 5 days (inclusive of Sunday and Holiday) from the date of reporting.
(c) The payment of above Penalty / Detention charges shall be restricted to a ceiling of 10% of the Contract value.
(d) Detention charges are payable only when the number of days exceeds free period at both loading and unloading point taken together the sum total
04. BHEL Reserves the right to finalize this tender through Reverse Auction
05. BHEL reserves the right to cancel the tender.
06. Submission of Commercial offer by electronic media like e.mail, internet, fax etc. followed by hard copy shortly is acceptable and will be at the sole risk of the tenderer. The offer thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Conditions)

Place:
Date:

Signature of the Tenderer
with seal & full address

TECHNICAL DATA SHEET - TO BE FILLED BY THE TENDERER		
SL. No	Description	Details to be Filled by the Tenderer
I	EMD	DD No. _____ Date _____ Drawn from _____ _____ (Bank) for Rs. _____ /- Rupees _____ _____ only) towards Earnest Money Deposit in respect of this Tender
II	Date of placement of hydraulic axles with full assembled condition at Chennai Harbour for lifting of subject consignments. (If you can not place the axles on 15.12.2009 and 15.01.2009 please specify the earliest dates on which axles can be placed)	15.12.2009 and 15.01.2009
III. Details of Hydraulic Trailer		
A	Hydraulic Axle (Tratec / GoldHoffer / Nicolas Make)	
B	Year of Manufacturing	
C	Ownership of Vehicle (Proof giving full details of Ownership /lease agreement should be submitted)	() Own / () Leased Proof () Enclosed / () Not Enclosed (Please Tick ✓)
D	No. of Axles	For Price Bid SL No. 1 = For Price Bid SL No. 2 = For Price Bid SL No. 3 = For Price Bid SL No. 4 = For Price Bid SL No. 5 =
E	Weight of empty Axle (4.5 Ton)	
F	Load per row of axle as per design (12-13 Ton)	
G	Carrying capacity per row of Axle (18 Ton)	
IV. Details of Prime Mover		
A	Make	
B	Year of Manufacturing	
C	Type (Mann or Volvo)	
D	Horse Power	
E	Front Axle Load	
F	Rear Axle Load	
G	Tyre Pressure	
H	Gross Load of Prime Mover	
V. Details of Power Pack		
VI	Transit Time required (The Quoted Transit Time shall be same till delivery and any change will lead to disqualification.)	_____ Days
VII	DISTANCE	_____ KMs
VIII	Proof of having Previous Experience for Transportation of single consignment weighing 75 to 180MTs using Hydraulic Axles	() Enclosed / () Not enclosed (Tick ✓)
IX	Route (Indicate major Stations / NH and State Highways)	

Place:
Date:

Signature of the Tenderer
with seal & full address
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X	Details of Escort Team / Pilot Van (Please furnish the number of maintenance crew accompanying the subject Consignment. Also please refer Clause No.6 of Special Conditions-I)	
XI	IBA Approval Number with date of validity	
XII	Income Tax PAN Number	
XIII	Documents to prove financial soundness of the Firm (Latest Profit and Loss Account or latest Income Tax Submission or Certificate from the Auditor or Annual Report etc)	() Enclosed / () Not enclosed (Tick ✓)

Note: Apart from furnishing the above details, copies of relevant documents/certificates should also be enclosed with this Technical Offer.

SPECIAL INSTRUCTIONS:

- 01.** The GPS instrument will be provided by BHEL on returnable basis. The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, a penalty of 2 % of the contract value shall be levied. **In case of repeated detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the carrier and suitable action will be initiated thereafter.**
- 02.** It is the responsibility of the Contractor to return the GPS instrument in tact failing which a sum of Rs.20,000/- will be recovered from the bill for the loss / non return of the Instrument.
- 03.** The Quoted Transit Time in the Technical bid shall be final and any change in the Commercial bid will lead to disqualification and forfeiture of EMD. Normally the transporter is expected to cross a distance of 50kms per day.
- 04.** Before Loading the consignments, BHEL will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the consignments will be loaded.
- 05.** With regard to the dispatch schedule, the date / period indicated in the tender enquiry is **tentative**. By and large BHEL will communicate in the LOI about the date of placement of axle in assembled condition giving one week time.
 - (i) In case of **advancement / postponement** of the dispatch schedule of the drum by a week / FOUR WEEKS from the date / period given in the Tender Enquiry, then a suitable date will be fixed by mutually agreeing upon by BHEL with the carrier for placing the trailer in a fully assembled condition.
 - (ii) In case of advancement / postponement of the dispatch schedule for **more than a week / weeks, then BHEL will give prior intimation of one week intimating the actual date for dispatch of the consignments and it will be binding on the carrier to place the trailer at BHEL in a fully assembled condition.** As such, the tender conditions in respect of placement of trailer with axles shall also apply.

Place:
Date:

Signature of the Tenderer
with seal & full address
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1.GENERAL CONDITIONS OF CONTRACT
TENDER No. S1/9/1052 Dt. 10.11.2009

- 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 DGM/CCC/MM/MFG., to supervise the work or part of the work.
 - (e) **"Approved" and "Directed"** means, the approval or direction of DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG.,. 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.

Dated :
Place :

Signature of the Tenderer
with seal & full address

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

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

9. 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	: Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

(b) **Security Deposit should be remitted only in the form of DD in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14**

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.

EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor 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 realized by the sale of the securities or from the interest arising there from 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.

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

Dated :
Place :

Signature of the Tenderer
with seal & full address

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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 minimize 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 DGM/CCC/MM/MFG., 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.

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.

Dated :
Place :

Signature of the Tenderer
with seal & full address

If the Contractor shall :-

(a) 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

(b) 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

(c) 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., whose decision shall be final and conclusive.

Dated :
Place :

Signature of the Tenderer
with seal & full address

19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG., 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 DGM / CCC / MM / Mfg., 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 DGM/CCC/MM/MFG.,.

- 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.

Dated :

Place :

Signature of the Tenderer
with seal & full address

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. 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.

27. 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 DGM/CCC/MM/MFG., 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.

28. 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.

29. STATUTORY REQUIREMENTS:

(a) 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.

(b) 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.

(c) 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.

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

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

Dated :

Place :

Signature of the Tenderer
with seal & full address

- 30. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 31. MOTOR VEHICLE ACT:-** The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.
- 32. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- 33. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.
- 34. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 35.** 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.

Dated :
Place :

Signature of the Tenderer
with seal & full address

2.SPECIAL CONDITIONS - I
TENDER NO: S1/9/1052 Dt.10.11.2009

1. SCOPE OF WORK:

Transportation of 8000T Press Components **from Chennai Harbour** (Directly on wheel by Vessel Hook) **to BHEL Trichy-14** using **Hydraulic Axles** with suitable capacity Prime Movers

2. RATE:- The Rate quoted shall be FIRM throughout the currency of the Contract.

- (a) The rate quoted in the tender is inclusive of all charges like Hamali charges, Statistical charges, Goods tax and collection charges. However, 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. Please Refer Clause 2(b).
- (b) Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on production of the Cash Receipt duly identifying BHEL Consignments or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be the account of transporter

3. ROUTE, SURVEY, PERMIT ETC.

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

The transport carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of transport carrier. The carrier shall take care of all formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.

The transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification.

4. TRANSIT TIME AND PENALTY

- a) The time allowed for transportation will be calculated at the rate of **50 KMs PER DAY**.
- b) In addition to the normal time allowed as in (a), a grace time of Two days is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded.
- c) Delay in delivery beyond the above period as described in (a) and (b) will attract a penalty of 2 % of the freight per Week for 1st week and at the rate of 8% for the next (2nd) Week and at the rate of 10% for the next 4 Weeks of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed
- d) However, in deserving cases an official of BHEL, not below the rank of DGM of concerned department shall have authority to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**
- e) Any delay beyond the stipulated time will be viewed seriously. BHEL will monitor the performance of the Carrier on this account and periodical review will be carried out and suitable action will be taken including suspension/foreclosure/termination of contract.

5. DESIGN WEIGHT

The design weight will be the authorized weight for Freight billing wherever design weights are available (unless of course there is any clerical error)

Place:

Signature of the Tenderer

Date:

with seal & full address

6. PILOT VEHICLE & ESCORT TEAM

It is the responsibility of the Contractor to provide a pilot vehicle to accompany the loaded trailer at Contractor's Cost in case it is felt essential. Where BHEL intend to depute an escort (an official of BHEL) for the consignment, he should be allowed to accompany the same team / vehicle up to the destination free of cost.

7. PENALTY FOR NON PLACEMENT OF TRAILER

The Contractor has to place the vehicle in a fully assembled condition with Prime Mover as per the LOI / call letter / email / Fax / Telegram etc given by User / Authorized departments of BHEL. In case, the contractor fails to place the same, a penalty of Rs.1000/- per day per axle shall be levied towards delay in placement of trailer. For this purpose, the date of placement of trailer and the free period of 4 days (inclusive of Weekly off and Holiday) will be excluded. The rent for prime mover and all the expanses incurred is also included in rate per axle per day as detention charge.

In case, the Contractor fails to execute the contract, the subject consignment will be moved through other carrier without reference or ultimatum and the difference in freight extra paid will be debited to the contractor.

In case the extension is required for placement of vehicle beyond the date indicated in the tender or date of request by shipping, the transported has to give a written request indicating the actual date of placement of vehicle. The permission for extension should be approved by the authority not less than AGM Commercial / Shipping / MM

8. PAYMENT OF DETENTION CHARGES AT LOADING POINT

Before loading the consignments, BHEL will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the consignments will be loaded. After fulfilling these requirements, if the consignment is not loaded, for idling of the axles at the Loading Point, a sum of Rs.1,000/- per day per axle shall be paid. For this purpose, the date of placement of vehicle at BHEL / Trichy-14 and the free period of 5 days (inclusive of Weekly off and Holiday) will be excluded. The rent for prime mover and all the expanses incurred is also included in rate per axle per day as detention charge.

9. PAYMENT OF DETENTION CHARGES AT UNLOADING POINT

- (a) Efforts will be taken by BHEL to unload the material at Site immediately without any delay. However, in case of detention of the vehicle with load at the point of unloading with load, Detention Charges shall be paid @ Rs.1,500/- per day per axle. For this purpose, the date of reporting of the Trailer at Site and the free period of 5 days (inclusive of Weekly off and Holiday) will be excluded. The rent for prime mover and all the expanses incurred is also included in rate per axle per day as detention charge.
- (b) **Detention charges are payable only when the number of days exceeds free period at both loading and unloading point taken together the sum total.**
- (c) **The payment of above Penalty / Detention charges shall be restricted to a ceiling of 10% of the Contract value.**
- (d) In addition to the daily reporting on the movement of loaded trailer, the Contractor should also give intimation to all concerned six days in advance regarding the expected date of reaching of the vehicle at Site.

10. BILLS & PAYMENT

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.**

All payments to be made to the transporter shall be through Electronic Fund Transfer system to the respective transporters' bank account within a reasonable time, say one month, after receipt of the clear bill along with consignee's acknowledgement and required documents with authorization from agencies concerned.

Place:

Date:

Signature of the Tenderer
with seal & full address

11. INSURANCE COVERAGE AND CLAIM

- (a) The agency to make insurance coverage is consignor or consignee as applicable and transport carrier shall ensure the insurance coverage and mark in the Lorry Way Bill
- (b) All accidents at any point shall be reported to agency concerned and CCC 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.

The transporter after delivery of the consignment shall inform the agency responsible for booking the consignment / CCC / MM /Mfg if any remark is made by the Consignee while delivering the consignment with ref. to damage or loss- total or partial. 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 / MM/ Mfg as applicable. 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 / MM/ Mfg 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 / MM/ Mfg 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.

12. GOODS CONSIGNMENT NOTE

- (a) 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. 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.
- (b) 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 take appropriate action or terminate the contract and transporter is responsible for the implication or loss
- (c) 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.
- (d) 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 and or loading advise slip.
- (e) The contractor should incorporate in the GC the type and registration no. of the vehicle, the description, weight, quantity and dimension of the material and obtain clear acknowledgement on the GC from the consignee with date and their seal. The acknowledged GC note should not be mutilated.

13. LOADING AND UNLOADING

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

Place:
Date:

Signature of the Tenderer
with seal & full address

14. LASHING AND SECURING

The lashing of the consignment is to be carried out by the Transporter with 16 mm steel wire rope minimum at 4 locations. Chain Slings should not be used for lashing purpose. To avoid rubbing on the metal surface suitable rubber pad / packing shall be given between rope and the job.

Lashing and securing of the consignments for transportation will be the responsibility of the contractor.

15. ENROUTE DOCUMENTS AND EXPENSES

- (a) While accepting the consignments for transportation, the Carriers should ensure, that all necessary documents for check post are collected, permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en route for want of these documents.
- (b) Any expenses incurred and detention on this account will be the risk and cost of the Carriers.
- (c) 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.
- (d) The Carriers should also collect at the time of booking, all the documents required such as loading advise slip, forwarding notes/challans with descriptions of materials and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery.
- (e) Otherwise any loss on account of this will be recovered from the carrier. In case such excise invoice is not obtained from the consignor along with the consignment, an endorsement "excise invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.

16. OTHER NECESSARY DOCUMENTS

- (a) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from CCC/FB 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.
- (b) 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.
- (c) 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 DGM/CCC/FB by the transport carrier concerned.
- (d) 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.
- (e) The Carriers at the time of booking of the consignments should mark each and every package with Customer name, destination, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
- (f) The transport carrier shall update all statutory charges or requirements in respect of documentation and abide by the latest statutory / regulatory requirements. Any lapse and latches and implication will be to the account of the approved transporter.

Place:

Date:

Signature of the Tenderer
with seal & full address

17. EXCISE INVOICE

- (a) 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.
- (b) 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.
- (c) 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, sales tax forms or letters as applicable.

18. VEHICLE, CREW, MAINTANENCE AND STATUTOTORY REQUIREMENTS.

The Contractors shall provide suitable vehicles for the transportation of the subject consignments. The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licences, Permits, TREM Card(wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, Licence or other fees and all Taxes payable in respect of the said vehicles. The transporters shall also appoint and provide at their own cost for each vehicle a driver, assistant and other company staff as may be necessary at loading and unloading points.. If demanded by BHEL Officials, the original RC Book and Driving Licence etc shall be produced for verification.

19. OWNERSHIP OF VEHICLES

BHEL prefer their consignments being carried in the contractor's own vehicles with valid permit, insurance etc. In case, any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior written permission from CCC/FB. CCC/FB reserves the right to grant such permission.

It will be necessary that in case of hired vehicle, the tenderer should produce the agreement entered into between the tenderer and the owner of the vehicle to be used for the transportation.

The agreement shall spell out clearly that the maintenance and running of the vehicle shall be under the sole responsibility of the tenderer and the responsibility of the delivering the consignment in time shall be with the tenderer. The vehicle should not be withdrawn under any circumstances after loading the material till delivering the consignment at destination.

Should any dispute arise in their deal, it would be viewed with disfavour. In any case, the contractor will be solely responsible for the safe delivery of the consignment without prejudice to any other rights or any other remedy to proceed against the contractor.

20. ROUTE AND DISTANCE

- (a) All consignments should be transported through the shortest route and freight payment will be restricted to the same.
- (b) Where adoption of longer route becomes necessary :- for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or CCC/MM/Mfg and authorized. The Contractor, in such cases will furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route, if any filling of Diesel etc., alongwith his bills establishing the fact that he has used the longer route, so authorised.
- (c) The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).

Place:

Date:

Signature of the Tenderer
with seal & full address

21. VEHICLE MONITORING

Monitoring of BHEL consignment will have to be made through online web based system or by demand or means of GPRS from booking till delivery of the consignment.

In case, the System is not made available, BHEL reserves the right to fix the GPRS equipment or organize their own web based system where in the transporter give currently valid information or the information may be sent through phone and mail on daily basis till it delivered to the consignee. The LWB with acknowledgement shall be scanned and sent through email or faxed within 48 hrs of the delivery of the consignment.

In case non compliance to any of the above monitoring system is noticed BHEL reserves the right to deduct up to 2% from their freight bill of the carrier.

It is the responsibility of the Contractor to return the GPS instrument in tact failing which a sum of Rs.20,000/- will be recovered from the bill for the loss / non return of the Instrument

22. EMS, SECURITY AND SAFETY REGULATION

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

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

23. PERFORMANCE MONITORING AND EVALUATION

The performance of the Transport Carrier under this schedule shall be monitored by the respective User Department in respect of Inward, Outward, and anywhere to anywhere despatches. Review of such performance will be made by USER DEPARTMENT & CCC/FB. In the event of performance being not satisfactory by any carrier even in any one of the categories or location of the despatches (Inward, Outward and anywhere to anywhere despatches), suitable action will be initiated against such carrier which may lead to stopping of loads in shipping /suspension/termination and delisting from the registration.

Performance Evaluation of the Carriers will be done through System based on the following Factors

- (a) Placement of Vehicles
- (b) Number of vehicle placed
- (c) Delivery in time
- (d) Delivery with out damage or loss
- (e) Volume of business
- (f) Communication and Service
- (g) Rising to the Occasion
- (h) Proper Documentation
- (i) Monitoring and feedback
- (j) Transhipments enroute
- (k) Booking locations such as, Out word from Harbour, Shipping–FB, Spares, VOD, SSTP, PC, other units delivery/booking, In word, and Supplier work to site, Steel (JPC items), bought out items-Sub delivery C& F, Raw materials etc
- (l) Schedule wise performance

During evaluation, negative marks will be given to Customer's complaints and unauthorised Transhipments.

24. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

3. SPECIAL CONDITIONS -II
TENDER No. S1/9/1052 Dt. 10.11.2009

- 01.** 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.
- 02.** LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES RIGHT NOT TO CONSIDER THE SAME.
- 03.** TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
- 04.** IN CASE NEGOTIATION IF FOUND NECESSARY BHEL RESERVEES THE RIGHT TO RESTRICT / SELECT CONTRACTORS BASED ON THE MERITS FOR THE NEGOTIATIONS.
- 05.** BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 06.** IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
- 07.** SOURCES CONTACTED IN THIS TENDER DOES NOT AUTOMATICALLY QUALIFY FOR CONSIDERATION JUST BECAUSE THEY ARE FOUND TO BE LOWEST IN THE TENDER. BHEL RESERVES THE RIGHT TO REJECT ANY OFFERS WITHOUT ASSIGNING ANY REASON.
- 08.** IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT, WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND BHEL RESERVES THE RIGHT TO INITIATE SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT.
- 09.** BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OTHER TENDER OR ACCEPT OR REJECT ANY PART OF SUCH TENDER WITHOUT ASSIGNING ANY REASONS THEREFOR. THE CONTRACT MAY BE AWARDED TO ONE OR MORE CONTRACTORS, EITHER IN FULL OR PART.

Place:
Date:

Signature of the Tenderer
with seal & full address

4.CONDITIONS RELATED TO THE WELFARE OF LABOURS
TENDER No. S1/9/1052 Dt. 10.11.2009

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.

Date:
Place:

Signature of the Tenderer
with seal & full address

5.SAFETY CONDITIONS
TENDER No. S1/9/1052 Dt. 10.11.2009

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O : Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Date:
Place:

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6. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS
TENDER No. S1/9/1052 Dt. 10.11.2009

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.
3. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF VEHICLES :

01. The vehicle should not travel at more than 20 kmph in BHEL premises.
02. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
03. 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.
04. The driving should be kept in the left at all places.
05. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
06. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
07. The vehicle should pass only through approved routes. Short cuts are forbidden.
08. There must be a safe distance behind another moving truck.
09. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

III. SHIPPING :

01. 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.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
05. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
06. 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.
07. There must be minimum two fastening and it should be more in case of lengthier loads.
08. The loose pieces should be bundled before loading on the truck.
09. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. The load should not be over-hanging more than 3 feet from the end of the body.
12. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
13. While loading/unloading proper slinging practice should be followed.
14. 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.
15. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date:
Place:
OCP Attched.

Signature of the Tenderer
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7.OPERATIONAL CONTROL PROCEDURE
TENDER No. S1/9/1052 Dt. 10.11.2009

 40, 70 & 80-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
		DATE	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 :

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	Stores/CCC/FB

Date:
Place:

Signature of the Tenderer
with seal & full address
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