



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet-632 406
☎ : 04172 - 284839
e-mail : mvel@bhelrpt.co.in
gsugumar@bhelrpt.co.in
vkn@bhelrpt.co.in

AN
ISO 9001
COMPANY

SHIPPING DEPARTMENT
LOGISTICS MANAGEMENT

Offers are invited from the resourceful transport carriers for transportation of Over Dimensional Consignments(ODC) through Hydraulic trailers from BHEL Ranipet to Anywhere in India in two part bid. 1) Technical bid 2) Price bid.

Description	Contract period	Contract value in Rs.
Tender for transportation of Over Dimensional Consignments(ODC) through Multi axle Hydraulic trailers from BHEL Ranipet to Anywhere in India.	Upto 18-09-2013	10 crores.(Appx.)

Tender no.SH/LM/001 Dt.26-05-2012

The tender documents can be obtained from Shipping-Logistics office,BHEL,Ranipet-632 406

The tender documents can also be downloaded from BHEL web site www.bhel.com.

The tender documents will be issued during working hours till 16:00 hrs of 25-06-2012 , and the last date for submission of the filled application is 14:00 hrs of 26-06-2012 at Shipping-Logistics Management/BHEL/Ranipet.

Date and time of tender opening(technical bid) : 14:30 hrs on 26-06-2012

EMD amount to be accompanied with technical bid : Rs.2.0 lakhs(Rupees two lakhs only)

Price bid shall be submitted in a separate cover and it will be opened separately.
New carriers who wish to participate in the tender shall furnish all the requisite details.

BHEL,Ranipet's approved carriers shall furnish only vehicle particulars alongwith EMD amount in the technical bid. Other details such as IBA,PAN NO,P/L Account ,experience certificate etc. need not be furnished , as these details are already available with us.Price bid shall be submitted in a separate cover.

MANAGER/SHIPPING-LOGISTICS



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Tender no.SH/LM/001 Dt.26-05-2012

**TECHNICAL BID- TRANSPORTATION OF OVER DIMENSIONAL
CONSIGNMENTS THROUGH MULTI AXLE HYDRAULIC TRAILERS**

01	Name of the Transport Company (IN FULL)		
02	Full Address/Phone no. /e-mail / Fax of the Registered office/Head office	Address:	
		Phone:Office	
		Resi:	
		e-mail	
		Fax No.	
Cell No.			
03	Status of the Company	Proprietorship	
		Partnership	
		Private	
		Public	
		Others	
	ii) Copy of the relevant documents enclosed	Yes / No	
04	a)Established Branches available at	RANIPET : Yes/No	
		CHENNAI : Yes/No	

	b)Details with address, phone number and e.mail id.	<u>RANIPET :</u> Address : e-mail Id : Fax : Phone No. : Cell No : <hr/> <u>CHENNAI :</u> Address : e-mail Id : Fax : Phone No. : Cell No :
05	IBA APPROVAL NO:	Ref. No : _____ Code No. : _____ Valid up to : _____
06	INCOME- TAX PAN NO.	
07	Annual Turn Over: * (Average of last 3 years)	Rs. _____ Crores.
	* (Support Documents to be enclosed) ↓ (For 3 years 2008-09,2009-10,2010-11)	
	a) Income Tax Certificates for the last 3 years.	Enclosed : Yes/No
	b) Profit and Loss account and Audited Balance Sheet for the last 3 years.	Enclosed : Yes/No
	c) Financial Status and Soundness Certificate from the Bank.	Enclosed : Yes/No
8	EXPERIENCE in the field of transportation of Consignments for BHEL UNITS or for Public Sector Units like SAIL, NTPC or any other Major Industries/ Private companies.	
A.	i) Name the Other BHEL Units with whom the Firm is under Rate Contract.	
	ii) Copy of the contract enclosed	Yes/No

B.	i) Other Public Sector Undertakings: Please furnish full details viz. Name of Firm, Contract No. with period, Value of the Contract, Turn-over for each Rate Contract in a separate sheet.	
	ii) Copy of the above details enclosed	Yes/No
C.	Major Industries /Private companies i) Please furnish full details viz. Contract No. with period, Value of the Contract, Turn-over for each Rate Contract in a separate sheet.	
	ii) Details of the above enclosed	Yes/ No
9	<p><u>VEHICLE DETAILS</u></p> <p>NO.OF HYDRAULIC TARILERS OWNED BY THE COMPANY :</p> <p>Note:</p> <p>a) Xerox copy of RC Book, Road Tax receipt, Authorization / National Permit, Insurance attested by a Notary Public in Original should also be enclosed along with the Application for our record.</p> <p>b) In support of this data, R.C Book in Original or RTO Certified Copy of RC in Original along with Currently valid Originals of Road Tax receipt, F.C, Insurance, Authorisation / National Permit for each Vehicle should be produced for verification by BHEL ,Ranipet at the time of verification of application.</p> <p>c) Details for each vehicle should be furnished in a separate A4 Sheet as per specimen given in this application.</p>	
10	Details of Branches: ↓	
	i) Total Number of Branches (Enclose Branch –List)	Total No. _____
	ii) List of Zonal Office/Regional Office with address, phone number and e.mail id.	Details to be furnished in a separate sheet.
	Note: The material transportation through this contract will be done across the country covering all the States/Union territories. Hence, the transport carriers are expected to have sufficient number of branch offices throughout the country.	
11	Availability of Web based Vehicle Tracking Facility	Please furnish details along with the Proof.
AUTHORISED SIGNATORY WITH SEAL		

Tender no.SH/LM/001 Dt.26-05-2012

ANNEXURE TO TECHNICAL BID

TERMS & CONDITIONS

1. Tender documents shall be duly filled in meeting the terms and conditions along with all the enclosures called for. The folder shall be submitted to the Manager/Shipping / Logistics, BAP/Bharat Heavy Electricals Limited, Ranipet 632 406 on or before 26-06-2012 upto 14:00 hrs.. The Tender documents received thereafter will not be considered and are liable to be rejected as late submission.
2. BHEL reserves the right to reject any application not found suitable without assigning any reasons.
3. a. The Transport carrier should hold currently valid Indian Banks Association (IBA) Membership.
b. The xerox copy of IBA approval should also be enclosed alongwith documents.
The **Original IBA registration** should be presented for the verification by BHEL at the time of verifying original documents.
c. The Transport Carrier must ensure that renewal of IBA certificate is made from time to time without any lapses during the contractual period.
d. Original of such renewed IBA Certificate has to be produced to BHEL for verification.
e. The Contract will be liable for suspension / termination / short closure at the risk and cost of Transport Carriers for any default in respect of IBA approval.
4. BHEL require the following type of vehicles for transporting the consignments

Sl.No.	Category	Minimum No.of Vehicle Required(registered on their own name)
	Multi axle Hydraulic trailer of capacity not less than 55 MT .	One No

5. a) The E-connectivity to be available in the branches at Chennai and Ranipet in addition to their Head Office and all major branches.
b) The tenderer should have experience of **NOT LESS THAN 3 YEARS** for transporting similar materials for Heavy Industries like BHEL or Public Sectors or private companies or any other major Industries with their OWN or Associates Vehicles.

6. The tenderer should furnish details on the availability of Web based Vehicle Tracking System and Internet facility for fast communication and response through e-mail.
7. The allotment of work to the Carrier depends upon no.of sources available, nature of work ,quantum of work and BHEL's other Contractual requirements.
- 8 BHEL reserves the right to allot work on trial or temporary basis.
9. Approved transporters whose performance is not satisfactory are liable to be removed from the register at the sole discretion of BHEL.
10. BHEL shall have the right to allot work to other than the approved Transport Carriers in case of urgency, special requirements of transportation like Safety, Security etc. or any other reason to meet other contractual obligation of BHEL.
11. As a proof for the Status of the Company vide Sl.No. 4 of the Application, the Transport carrier should enclose duly attested xerox copy of Memorandum of Articles / Memorandum of Associations / Registered partnership deed with certificate of Enlisting issued by Registrar of Firm(s). Certificate issued by Competent Authority to that effect in the case of Proprietorship concern for doing transportation business, as the case may be.
- 12.Income-Tax Clearance Certificate, Audited Balance Sheet and Profit and Loss Account for the **last THREE YEARS** shall be submitted along with the application for Enlistment duly attested by notary.
13. The Financial status certificate for sound Financial position shall be certified by a Scheduled/ Nationalised Bank specifically issued for this purpose.
14. **The Transport Carrier shall also furnish: -**
 - a. Details of Cases, Civil/Criminal/Others, filed by or against the Transport carrier and pending on the date of application.
 - b. Details of conviction, if any, for the Company/Firm/Proprietor or Partners, been convicted of any criminal offence by any competent Court. If so, furnish particulars.
 - c. Details of Suspension / Short closure / termination of Contract by any of BHEL Units.

Minimum qualifying criteria

- 1) **One multi axle hydraulic trailer of carrying capacity not less than 55 MT owned by the company/Individual(copy of documents)**
- 2) **IBA Registration with current validity.(copy)**
- 3) **Income Tax clearance certificate, Audited balance sheet and profit and loss account for the last three years(copy of documents duly attested by notary.)**
- 4) **The Financial status certificate for sound Financial position shall be certified by a Scheduled/ Nationalised Bank specifically issued for this purpose.(Original)**
- 5) **The Applicant should have experience of NOT LESS THAN 3 YEARS for transporting similar materials for Heavy Industries like BHEL and Public Sectors/private companies with their OWN or Associate Vehicles. (document proof to be enclosed)**

**Check list for the Submission of Documents
(In duplicate)**

Name of the Carrier:

Appli. Sl.No	Details of Enclosure	Whether Submitted		Verified by BHEL
		YES	No	
03	Documents to prove the Status of the Company enclosed.			
07 a and b	Income Tax Certificate/Profit & Loss Account/Audited Balance Sheet enclosed– If Yes, specify Turn over Amount			
07 c	Financial Status and Soundness Certificate from Nationalised Bank enclosed			
08 (A)	Contract Details with other BHEL Units furnished			
(B)	Contract Details with other Public Sector Units /private companies furnished			
(C)	Major Industries			
9) Strike out not applicable	a. Vehicle for which Original RC book with relevant other documents viz., FC,Tax, Insurance and NPs is produced at the time of Submission and returned on the spot.			
	b. vehicle for which RTO Certified copy of RC Book in Original is enclosed.			
9 (C)	Details of in a separate A4 sheet			
10	Branches Available at Ranipet and Chennai with e.connectivity			
11	Details on availability of Web based Vehicle Tracking Facility			
Terms & Conditions Sl.No. 3 (b)	1. IBA membership – Valid up to			
	2.Xerox copy of IBA approval enclosed with application.			
Terms & Conditions Sl.No. 14 a , b, & c	Details of cases etc., furnished in the application.			

Authorised Signatory with seal

SHIPPING DEPARTMENT
LOGISTICS MANAGEMENT

Tender no.SH/LM/001 Dt.26-05-2012

PRICE BID

Weight slab	Distance slab	Length upto 15 Meter(Rate per consignment per KM) in Rs.	More than 15 Meter and upto 19 meter(Rate per consignment per KM) in Rs.	More than 19 Meter and upto 24 meter(Rate per consignment per KM) in Rs.
Rate for consignments weighing more than 55 MTs and upto 60 MTs.	Upto 900 KMs			
	901-1800 KMs			
	Above 1800 KMs			
Rate for consignments weighing more than 60 MTs and upto 65 MTs.	Upto 900 KMs			
	901-1800 KMs			
	Above 1800 KMs			
Rate for consignments weighing more than 65 MTs and upto 70 MTs.	Upto 900 KMs			
	901-1800 KMs			
	Above 1800 KMs			
Rate for consignments weighing more than 70 MTs and upto 75 MTs.	Upto 900 KMs			
	901-1800 KMs			
	Above 1800 KMs			
Rate for consignments weighing more than 75 MTs and upto 80 MTs.	Upto 900 KMs			
	901-1800 KMs			
	Above 1800 KMs			

Authorised Signatory with seal

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6

SHIPPING - LOGISTICS

Tender no.SH/LM/001 Dt.26-05-2012

TRANSPORTATION OF OVER DIMENSIONAL CONSIGNMENTS THROUGH
MULTI AXLE HYDRAULIC TRAILERS
GENERAL CONDITIONS

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-In charge 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 SDGM/SHIPPING to supervise the work or part of the work.
- e) **Approved" and "Directed" means, the approval or direction of SDGM/SHIPPING 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 SDGM/SHIPPING 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 SDGM/SHIPPING. 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

Octroi duty, if any to be paid by the Carriers, on behalf of BHEL, will be reimbursed by BHEL on production of the Cash Receipts duly identifying BHEL Consignments.

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 BY-LAWS

The Contractor shall conform to the provisions of any statute relating to the work and regulations and Byelaws 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 shall be collected from the successful tenderer. The rate of Security Deposit will be as 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. 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 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.

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 SDGM/SHIPPING 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 doings, either the office of the SDGM/SHIPPING or the OFFICER-INCHARGE, to receive instructions.

The SDGM/SHIPPING, 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, there under 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 SDGM/SHIPPING, 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 /TERMINATION CONDITIONS

a) CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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

If the Contractor shall

- 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.

b) 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,

i) 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

ii) 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

iii) 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 .

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

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

c) CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT

If the Contractor

- i) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM/SHIPPING or his authorised representative ;
- ii) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- iii) involves theft, forgery, malpractices
- iv) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SDGM/SHIPPING, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SDGM/SHIPPING 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 SDGM/SHIPPING, whose decision shall be final and conclusive.

d) 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.

e) 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 SDGM/SHIPPING 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.

18. 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 concerned department or authorized officials of BHEL separately details of his claims for the work done by him up to 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 up to and including the period under report.

19. PAYMENT OF BILLS

All payments to be made to the Contractor, under this contract shall be by “ NEFT ” (National Electronic Fund Transfer) / “ RTGS ” (Real Time Gross Settlement) within a reasonable time say one month after the certification of bills by the concerned department or authorized officials of BHEL.

20. 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.

21. 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

22. 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".

23. 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 therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the SDGM/Shipping subject to prompt notification by the contractor.

24. ARBITRATION & JURISDICTION

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 SDGM/SHIPPING, 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.

In case of any suit or other legal proceeding arising under or relating to this contract, the courts at Ranipet, Walajah Taluk, Vellore District, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the Arbitration as above.

25. 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.

- 26.** 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.
- 27.** Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 28.** 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.
- 29.** Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

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

31. General

The Contractor should follow all the provisions of Labour Legislation and Statutory obligations. Provisions as and when amended will also apply.

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6

SHIPPING - LOGISTICS

Tender no.SH/LM/001 Dt.26-05-2012

**TRANSPORTATION OF OVER DIMENSIONAL CONSIGNMENTS THROUGH
HYDRAULIC TRAILERS**

SAFETY CONDITIONS

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.

SAFETY PRECAUTIONS TO BE OBSERVED WHILE
TRANSPORTING MATERIALS

I. VEHICLES

Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff. The lights on right side (i.e.) over driver's cabin should be in working condition. Both the head 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 within BHEL premises.
2. The driver of the vehicle must possess heavy-duty license 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 on 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 loading / unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangway.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

IV. OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM

OPERATIONAL CONTROL PROCEDURE

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

Manager/Stores

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

S. NO.	ACTIVITY	RESPONSIBILITY
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33 (256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113, 114)	Transporter/Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961(Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec. 8-12)	Transporter
09	Packing as per Designer/Manufacturer/Purchaser instructions	Consignor
10	Insurance of Goods	Consignor / Consignee
11	Documentation: 1) Vehicle (2) Insurance (3) ED Invoice or relevant forms for free issue / rejection material (4) Road Permit for consignments wherever applicable (5) Lorry Way Bill etc.,	Transporter / Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping departments / Transporter
13	Checking of the goods / consignments during loading / unloading and ensuring safe dispatch / 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 and Insurance Claim	Lorry Owner/Transporter / Consignor / consignee
16	Review of accidents/damages to materials / insurance Claims	Manager / Stores
17	Report to the Concerned for taking corrective action	Manager / Stores

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT RANIPET - 6
SHIPPING - LOGISTICS MANAGEMENT

Tender no.SH/LM/001 Dt.26-05-2012

**TRANSPORTATION OF OVER DIMENSIONAL CONSIGNMENTS THROUGH
MULTI AXLE HYDRAULIC TRAILERS**

SPECIAL CONDITIONS

1. RATE

- a) The Rate is FIRM except for variation on account of variation in Diesel Price as given below:

The freight rates finalized are subject to increase/decrease at the rate of 0.3 paise per MT per KM for every 10 paise increase/decrease per litre in HSD Oil price (inclusive of taxes) of Indian Oil Corporation at Ranipet over the prevailing price on the date of opening of the price bid. The increase/decrease in freight rates shall be proportionate when the increase/decrease in price of HSD Oil is other than in multiple of ten paise per litre. The price variation shall be applicable from the date of revision of the price of HSD Oil by IOCL at Ranipet with reference to the date of Lorry Receipt.(LWB/GC Note)

- b) The agreed rates are inclusive of all Charges like Hamali Charges, Statistical charges, Goods Tax, Toll Charges, Collection Charges etc.,

2. DUTIES, TAXES & OTHER EXPENSES

- a) Octroi Duty if any to be paid by the Carriers on behalf of BHEL will be reimbursed by BHEL on submission of the Cash Receipt duly identifying BHEL Consignments.

- b) For Over Dimensional Consignments

Any other on the way expenses other than "Octroi" charges shall be to the carrier's account. The carrier shall take care of all formalities / clearances from various authorities like RAILWAYS, POSTS & TELEGRAPHS, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST DEPT. IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.

- c) **ODC Charges**

Penalty levied by Regional Transport Authority of State Governments (for the account of over size, over weight) will be reimbursed subject to submission of original receipt issued by RTA duly mentioning the Trailer No. and date of payment and also on submission of the declaration by the transporter in the applicable proforma .

d) Route, Survey, Permit Etc. for ODC Consignments

It is the responsibility of the carrier to have made a prior survey of the route over which the Over Dimensional consignment has to be transported to ensure the technical feasibility of the consignment to be safely carried over that route and to clear while transporting any temporary obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. If however 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. The provision of a pilot before the main vehicle would also be at carrier's cost. If small diversion becomes necessary enroute for operational reason, no extra mileage will be allowed more than the standard distance.

4. TRANSIT TIME

- a. BHEL attaches very great importance to the correct and prompt delivery of the consignments in time and hence delivery should be effected without any delay.
- b. The time allowed for transportation will be calculated at the rate of 150 KM/day. for ODC Trailer.
- c. In addition to normal time allowed as in (b) & (c) 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.
- d. Delay in delivery beyond the above period as described in (b) & (c) will attract a penalty of 2% of the freight per week or part thereof for the first 10 weeks and at the rate of 3% for the next 8 weeks and at the rate of 4% for the next 8 weeks subject to a maximum of 76% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of two days will not be allowed.
- 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 and delisting from the existing registration with BHEL.
- f. However, in deserving cases an authorized official of BHEL of Concerned Department shall have the authority to waive the penalty on case-to-case basis considering the merit. In such cases, the carriers should have given timely intimation in writing with the reasons, which caused delay, and also with supporting documentary evidence wherever applicable. Discretion of BHEL will be final and binding.

5. PLACEMENT OF VEHICLES AND PENALTY

As and when demanded by User Departments/Authorised Agencies/vendors of BHEL, Vehicles will have to be placed by the Carriers. If they do not place the vehicle within 44 hours, the following penalty per day per vehicle for each occasion will be levied. In addition to this, the consignments will be moved through other Approved/unapproved Carriers without notice or ultimatum and the difference in freight will be recovered from the bills of the carrier/carriers who failed to place the vehicle. Should such instance repeat frequently, it would be viewed seriously.

Hydraulic Trailer : Rs. 2500/- per day for first five days and Rs.3500/- per day for subsequent five days.

Subject to a max. of 10 days(excluding Sundays & Holidays)

6. MINIMUM CHARGEABLE DISTANCE & WEIGHT

Minimum chargeable distance is 200 KMs. (i.e. even when the distance is less than 200 KMs, freight will be paid for a minimum distance of 200 KMs.). Minimum chargeable weight would be 55 MT.

7. TRANSSHIPMENT

a. . If transshipment is inevitable en route due to major breakdown, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR STORES in advance and obtain prior written permission of authorized BHEL Officials. Alternate vehicle of equal capacity only to be deployed. Authorisation permitting transshipment shall be attached along with the freight bill for payments.

8.DEMURRAGE AND DETENTION CHARGES FOR BHEL CONSIGNMENTS

a. Demurrage Charges:

No demurrage / wharfage / ground rent / godown rent is leviable for the BHEL consignments under any circumstances throughout India. This is applicable for all transporters and also their sister concerns (in case of lifting BHEL consignments) under BHEL Rate Contract irrespective of whether one has entered into one contract or more.

In the event of collection of demurrage charge by any of the branches of the BHEL approved carriers, such amount will be recovered from the running bills of the carrier concerned. Frequent occurrence of such nature will be viewed very seriously warranting suitable action thereafter.

b. Detention Charges:

Detention charges will be admissible in case of delay in Loading / Unloading at **BHEL, BAP, Ranipet only** on case-to-case basis.

Regarding detention charges,

- a) For dispatches falling under 0-700 Kms range, a free period of two days shall be allowed and
- b) For 700 Kms and above range free period of Three Days shall be allowed.
- c) Detention charges are payable for Trailer Rs.500/- per day for the first one week and 1000/- per day for more than a week .
- d) However for this purpose, Reporting date at BHEL Ranipet and date of Invoice/Exit from the Gate will be excluded in addition to Sundays and Holidays.
- e) During detention the presence of Representative or authorized person of the subject carrier is essential.
- f) For multi point loading, detention charges shall be allowed one additional day for every point.
- g) The authorization for Certification for payment of detention charges shall be by BHEL official not below the rank of AGM of the User Department.

9. FREIGHT BILLS & PAYMENT

- a) In case of doubt regarding the freight to be claimed, etc., it must be brought to the notice of the BHEL officials concerned before the vehicle moves out.
- b) Freight Bills will be submitted within one month immediately after delivery of the consignments with proper acknowledgements from the Consignee and there should not be any 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 to acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of authorized BHEL Officials of the User Department concerned.
- c) All payments to be made to the transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.

10. DOOR COLLECTION/DOOR DELIVERY

- a) The Transport Contractors to collect Loads from the door of BHEL-BAP-RANIPET AND DELIVER TO ANY PLACE IN INDIA OR VICE VERSA BY SUITABLE VEHICLE as desired by the operating agency, whether or not the transport carrier concerned has any branch at such places.
- b) ALL DESPATCHES TO POWER STATIONS' SITES MUST BE, REPEAT MUST BE, DOOR DELIVERED AT THE SITES

- 11.** In case of any visible outward damage/suspected damage in the consignment, the carrier should arrange delivery of the consignment on " OPEN DELIVERY " and the Open Delivery Certificate should be issued along with the consignment, duly signed by both parties.

12. GOODS CONSIGNMENT (GC) NOTES

- a) G.C. Notes issued should bear printed serial numbers. Vehicle No. should be indicated in G.C.Notes for all Lorry / Trailer Load bookings. Original GC copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the GC notes should not be done and will not be accepted, if not authenticated by consignor. GC notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of GC notes submitted to BHEL or to its customers should be legible.
- b) The Company takes a serious view of issue of G.C. Notes to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL reserves the right to terminate the contract or take appropriate action.
- c) Dimensions of consignments transported in open truck shall be recorded invariably on G.C. Note at the time of booking.
- d) The Contractor should incorporate in the G.C. the type and registration no. of the vehicle, the description, weight, quantity and dimension of the material and obtain clear acknowledgement indicating the type and registration no. of the vehicle, the description, weight / quantity of the material unloaded on the GC from the consignee with date and their seal. If acknowledgement is obtained for the consignment booked in Trailer for Lorry or Open Truck the freight at Lorry rate only will be settled. The acknowledged GC Note should not be mutilated. If any damage, shortage is noticed at the destination point , the cost of the same will be recovered from the Carrier's Bills.
- e) More than one delivery/collection at the same destination point of collection should be accepted, while the GC is to be prepared separately for each consignment giving cross reference on the GC, the bill should be submitted for one load only enclosing all the GCs involved. Collected in one destination and delivered in various destination, billing could be done separately for payment.
- f) 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.
- g) The G.C.Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment should be covered by G.C. Note.

- 13 a) Carriers should also have mechanical handling facilities like pulley block etc., for loading/unloading and a weighing machine to weigh all consignments of minimum of One MT at least at Ranipet Branch.
- b) Wherever single piece consignment weighing 500 Kgs. and more, upto 1000 Kgs., it is the responsibility of the concerned Carrier to load / unload at Carriers godown while collection by BHEL or booking through collection agents.

- 14** Lashing and securing of the consignments for transportation will be the responsibility of the Contractor. All the safety precautions required in transportation such as, providing of Red Flags, Lights, pilot, Escort, etc., as may be required is the responsibility of the Carriers and should be ensured. The necessary support required for supporting overhanging portion are to be done by the carrier. Any other supporting materials provided by BHEL are to be returned otherwise the cost of the same will be deducted from the carrier's bills.
- 15** Loading and unloading at BHEL / Vendors / Sub-Contractors / Sites will be taken care of by the respective Agency. However, loading and unloading at other intermediate places will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.
- 16** a) While accepting the consignments for transportation, the Carriers should ensure, that all necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- b) Any detention on this account will be the Carriers' responsibility.
- 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, entry 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 forwarding notes/challans/statutory forms with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.
- 17** 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.
- 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.
- b) In case Excise Duty is not applicable, it should be mentioned in the GC Note.
- 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 forms as applicable.
- d) Consignment without BHEL Purchase Order reference should not be collected/delivered at BAP/Ranipet without any written permission from 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.
- 18.** The documents handed over at the booking points and meant to be handed over to the consignee such as IRIS, 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.

19. a) The transport carrier should ensure the collection of Form 31 or state entry road permit applicable form at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of concerned officials of Stores and Shipping, BHEL Ranipet by the transport carrier concerned.
- b) Wherever FORM 31 /state entry road permit applicable form 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.
20. The carriers at the time of booking of the consignments should mark each and every package with LWB/GC No. etc., wherever necessary, so that the items are identifiable at the time of transshipment/delivery.

21. The Quantum of work indicated in the contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

22. a) The contractors shall provide necessary vehicles of suitable size and quality for the transportation of consignments, such as Machinery, Raw-materials etc., The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable) etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles.

(i.e.) the Vehicles shall have valid permits for carrying the load and necessary road permits from the concerned authorities en route shall be obtained by the contractor. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving Licence shall be produced for verification.

b) Carriers are enlisted based on the original documents such as IBA APPROVAL, RC BOOK, PERMIT, ROAD TAX etc., However, during the currency of the contract period BHEL has the right to inspect the original documents as produced during initial verification and if found not to be in order, the contract will be terminated .

- c) The carrier should feed systematic information viz. GC note No. & Date , booking stations, delivery date with place of delivery to BHEL-Stores-Logistics and user Department in regard to inward, outward and any where to anywhere (Direct To

Site) consignments within 15 days, failing which BHEL reserves the right to stop further loads.

- d) In case of any place to any other place (Direct To Site) consignments or in such consignments where freight is payable by the Customer (To-Pay / Consignee), if the same is not able to be delivered within 15 days from the date of receipt of materials at godown / booking office situated anywhere in India or at any place nearer to BHEL site, it should be brought to the notice of Stores within 30 days and the monthly statement shall be sent to Stores Department regularly.

- 23. BHEL prefer their consignments, being carried in the Contractors' own vehicles. In case if any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior permission from concerned competent authority of BHEL Ranipet. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedies to proceed against the Contractor.
- 24. The consignments entrusted to the Carriers shall be handled, transported and delivered carefully. For any loss or damage to the consignment, the carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserve the right to take appropriate action against the carrier including termination of the contract.
- 25. a) Security, Safety and Environmental Management Systems (EMS) regulations of BHEL should be observed while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.
b) Any damage to BHEL materials/equipments/installations/property/Employee or to a third party in BHEL premises due to rough or faulty handling by the contractor's men/vehicles will have to be made good by the contractor.
- 26. Where BHEL intends to depute an escort for certain important consignments, he should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
- 27. A contact official should be identified at RANIPET and CHENNAI to receive instructions, furnish delivery position and to attend other duties relating to this contract .
- 28. a) In regard to the weight of the consignment booked, especially in case of outward dispatches, the BHEL design weight will be the authorized weight for freight billing wherever design weights are available (unless of course there is any clerical error).
b) However if the excess weight is noted by the Carriers within Ranipet limit, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary verification and certification.

- c) If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be countersigned by the consignor at the destination.
- d) If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained.
- e) Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis by the User Department.

29. The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time. If this is violated, the contract will be terminated without any notice. In the absence of the contractor, the contractor should depute an able and literate supervisor for proper supervision and for receiving instruction, etc.,

30. 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 authorized and fixed before dispatch.

The Contractor, in such cases shall furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route, if any filling of Diesel etc., along with his bills establishing the fact that he has used the longer route, so authorized.

31. 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). or by any other method such as internet etc. The decision of BHEL in this regard will be final and binding.

32. The movement of consignments includes sizable quantum of materials and components/sub-assemblies for which the freight charges will be paid by various BHEL customers to the carriers directly. In such cases also, the carriers under this contract, must claim the freight only at approved rates payable under this contract, and any excess claim will be restricted to the approved rates only. If the carrier continues to make excess claims, such a conduct will reflect on the performance leading to de-listing from the registration.

33. a) The carriers under this contract should agree for freight to be paid by BHEL/Customer at the approved rates and conditions.

b) In case of movement of consignment by BHEL on Customer To-pay basis through BHEL approved carrier, the transport carrier should not enter into separate contract with the Customer/Vendor. In such cases if any violation is brought to the notice of BAP Ranipet ,the same will be viewed seriously, leading

to immediate suspension of the contract with the transport carriers concerned without any notice and eventually termination of the contract as per agreement.

c) When a transport contractor enters into a separate contract with any BHEL Units or the customer of BHEL Ranipet for a lower rate of respective category of contract rate schedule with BHEL / Ranipet the lower rate is accountable against BHEL consignments also. BHEL reserves the right to avail the discounted rate from the date of operation of the contract with any party anywhere in India with respect to the relevant rate schedule.

34. The General and Special Conditions of Contract are complementary to each other and where they are in conflict the Special Conditions shall prevail. The Tender notice containing various instructions and condition shall form a part of the contract.

35. The performance of the Transport Carrier under this contract shall be monitored by the respective User Department in respect of Inward, Outward and anywhere to anywhere dispatches. Review of such performance will be made by USER Department , BHEL, Ranipet. In the event of performance being not satisfactory by any carrier even in any one of the categories of the dispatches (Inward, Outward and anywhere to anywhere dispatches), suitable action will be initiated against such carrier, which may even lead to suspension/termination and de-listing from the registration.

36. Performance Evaluation of the Carriers will be done through system on monthly basis based on the following Factors.

- 1) Response time (On time in full)
- 2) Delivery of the consignment as per contract conditions
- 3) Safe delivery of consignment without any damage.

If the Carrier 's performance is less than 75% ,the carriers shall be put on temporary hold / suspension / termination as decided by BHEL.
