



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu
Ph No.0431-2571519, 1579, e-mail: aitrc@bheltry.co.in, website: www.bhel.com
WORKS CONTRACTS MANAGEMENT DEPT.

Ref No: WCM / AIRTC 17-18 / EN

03.01.2017

NOTICE INVITING APPLICATIONS FOR ENLISTMENT OF TRANSPORT CARRIERS ALL INDIA ROAD TRANSPORTATION CONTRACTS 2017-18 (AIRTC 17-18)

Applications (Enlistment Bids / Tenders) are invited from the Transport Carriers / Logistics Service Providers / Fleet Owners (bidders / carriers), who fulfil qualification criteria as stipulated in this Tender Documents PQR, for transportation of all consignments (except coal, oil, sand and cement), through Road, by engaging suitable Mechanical Vehicles such as Trucks / Trailers / HMV Articulated Vehicle / HTV / HMV Goods Carrier etc., (GVW upto 49 MT) on All India Basis.

Pre-qualification requirements (PQR) for the above said work is enclosed. Only those bidders who meet the pre-qualifying requirements (PQR) will be enlisted with BHEL Tiruchirappalli, and eligible for obtaining price bids.

Enlistment will be done category wise, based on type of vehicle / dimensions & weight range of the consignments given below. Category wise PQR are defined in Annexure-1.

| SL No | Consignment Category / Veh. Category | Type of Vehicle to be placed | Dimensions in "metres" | | | Weight in "MT" |
|-------|--------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------|-----------|----------------|
| | | | Length | Width | Height | |
| 1 | Category-1 Truck (LO) | Heavy Commercial Vehicle (HCV) (Truck, Lorry, Rigid Vehicle, Closed Body etc.,) | upto 5.50 | upto 2.00 | upto 2.20 | upto 9 |
| 2 | Category-2 Multi Axle Truck (TA) | Multi Axle Goods Vehicle (Truck, Taurus, Rigid Vehicle, Closed Body etc.,) | upto 6.50 | upto 2.20 | upto 2.50 | upto 21 |
| 3 | Category-3 Non ODC (FF) | HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body, Flat Bed etc.,) | upto 12.50 | upto 2.50 | upto 2.50 | upto 35 |
| 4 | Category-4 ODC (OF) | HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body, Flat Bed etc.,) | upto 15.00 | upto 4.00 | upto 3.00 | upto 35 |
| 5 | Category-5 Length ODC (SF) | HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body, Flat Bed etc.,) | 15.01 to 24.50 | upto 4.00 | upto 3.00 | upto 35 |
| 6 | Category-6 Height ODC (LB) | HMV Articulated Vehicle (Low Bed / Semi Low bed Trailer, Semi Articulated Vehicle, Open Body etc.,) | upto 12.50 | Width 4.01 to 6.00 or height 3.01 to 5.50 | | upto 35 |

Bidders may choose to apply for any number of Consignment Categories, satisfying the eligibility criteria.

Category wise approximate quantum of work to be transported under this contract is given below:-

| SL No | Category | Tonnage, MT | % of spread |
|-------|----------|-------------|-------------|
| 1 | LO | 12,511 | 3.65% |
| 2 | TA | 36,459 | 10.63% |
| 3 | FF | 1,76,230 | 51.36% |
| 4 | OF | 51,522 | 15.01% |
| 5 | SF | 49,531 | 14.43% |
| 6 | LB | 16,890 | 4.92% |
| Total | | 3,43,143 | |

The duration of the contracts are **for one year from the date of LOI** issued by BHEL, Trichy.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

Last date of receipt of filled-in applications : 10:30 hrs on 30.01.2017
Date & Time of opening of applications received : 14:00 hrs on 30.01.2017

The enlistment documents consist of the following:-

Annexure-1 : Pre-Qualifying Requirements (PQR)
Annexure-2 : Special Terms & Conditions of the Contract
Annexure-3 : General Terms & Conditions of the Contract
Annexure-4 : Safety Conditions
Annexure-5 : Operational Control procedures (OCP)

The bidders are advised to go through the terms & conditions enclosed carefully before submitting their enlistment bid accordingly.

The bid documents are to be downloaded in the Web Site of BHEL, NIC & CPPP. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted in the above websites only.

This is only an invitation of application for enlistment of Transport Carriers and not a Contract

For BHEL, Trichy-14

SM / WCM

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

PRE-QUALIFYING REQUIREMENTS (PQR)**WCM / AIRTC 17-18 / EN, DT.03.01.2017****IMPORTANT CONDITIONS**

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the enlistment bids submitted by the bidders, who are not complying with the PQR, in full.

All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL.

Transporters who have been presently put under Hold by BHEL Trichy or De-listed by BHEL Trichy or Banned by BHEL Trichy or Banned by any other BHEL unit / office are not eligible to participate in this Enlistment / Tendering process. Also transporters on whom Show Cause Notice is served & banning action initiated by BHEL Trichy are not eligible to participate in this Enlistment / Tendering process. Any offer received from such Carriers will not be considered against this enlistment and will be rejected.

During the Tender enlistment finalization process also, if any bidder put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or Banned by any other BHEL unit / office, then the application of such Carriers will be rejected and enlistment will be finalized without considering their application.

1. APPLICATION FEE & EMD

1.1 Non-Refundable Application fee of ₹ 8,000/- (Rupees Eight Thousand only) by way of Demand Draft or e-payment shall be furnished by the bidders.

1.2 Earnest Money Deposit (EMD) of the following values by way of Demand Draft or e-payment shall be furnished by the bidders. The full EMD of the bidders, those who have awarded with contract, will be converted as Security Deposit, irrespective of the quantum / value awarded to them.

| Vehicle Category | EMD Value |
|------------------|-------------------------------------------------------|
| LO | ₹ 80,000/- (Rupees Eighty Thousand Only) |
| TA | ₹ 2,70,000/- (Rupees Two Lakh Seventy Thousand Only) |
| FF | ₹ 6,50,000/- (Rupees Six Lakh Fifty Thousand Only) |
| OF | ₹ 6,30,000/- (Rupees Six Lakh Thirty Thousand only) |
| SF | ₹ 10,10,000/- (Rupees Ten Lakh Ten Thousand Only) |
| LB | ₹ 3,30,000/- (Rupees Three Lakh Thirty Thousand only) |

1.3 Separate Demand Draft for application fee and Separate Demand Drafts for the respective value of each consignment category applied for, shall be taken and submitted. For example for quoting LO and TA the bidders shall take three DDs viz., ₹ 8,000/-, ₹ 80,000/- and ₹ 2,70,000/-

1.4 The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of "Bharat Heavy Electricals Limited, Trichy", payable at Trichy.

1.5 Application fee and EMD may also be remitted Online through "SBI Collect". In such case a printout of the e-receipt to be taken & vehicle category applied (LO, TA, FF etc.) to be written on the receipt, signed by the bidder, and submitted along with tender.

1.6 Bids submitted without Application Fee & EMD will be rejected out rightly and their application will not be considered for further evaluation.

1.7 MSE vendors may avail intended benefits on EMD as per policy / guidelines.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

2. ORGANIZATION/FIRM REGISTRATION

2.1 Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Enlistment Bid / Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

2.2 **Documents to be submitted:** The details of the registration Documents to be submitted are below:-

| SL | Type of Organisation | Documents to be submitted (Self-Attested) |
|----|----------------------------|---------------------------------------------------------------------------------|
| 1 | Sole Proprietorship | Trade License / Service tax registration |
| 2 | Partnership | Registered Partnership Deed and Trade License |
| 3 | Private Limited Company | Certificate of Registration/Memorandum of Association & Articles of Association |
| 4 | Public Limited Company | Certificate of Registration/Memorandum of Association & Articles of Association |
| 5 | Public Sector / Govt. org. | Certificate of Registration/Memorandum of Association & Articles of Association |

2.3 Unregistered Partnership Firms will not be considered.

2.4 POWER OF ATTORNEY:

3.3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

3.3.2 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned

3.3.3 **Documents to be submitted:** A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

3. FINANCIAL SOUNDNESS

3.1 **Annual Turnover:** The average annual financial turnover of the bidder in the last three financial years (FY) ending 31.03.2016 i.e. FY2013-14, FY2014-15 & FY2015-16 shall be equal to or more than the following.

| SL No | Category | Turnover value, ₹ |
|-------|----------|-------------------|
| 1 | LO | 12 lakhs |
| 2 | TA | 41 lakhs |
| 3 | FF | 97 lakhs |
| 4 | OF | 94 lakhs |
| 5 | SF | 152 lakhs |
| 6 | LB | 49 lakhs |

3.2 The above turnover values to be added category wise to qualify for enlistment more than one category accordingly i.e. for example for quoting FF & OF the bidder should have the turnover of minimum ₹191 Lakhs (₹ 97 lakhs + ₹ 94 lakhs)

3.3 **Documents to be submitted:**

3.3.1 Annual Reports / Audited Balance Sheet for financial years 2013-14, 2014-15 and 2015-16 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors’ certificate should bear valid membership number of the Chartered Accountant.

Date :
Place:

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(Authorized Signatory)

- 3.3.2 In case of final audited Balance Sheet / Profit & Loss account for 2015-16 is not available, provisional statements for the same duly certified by Chartered Accountant must be submitted. If the company did not exist in FY 2013-14 and/or FY 2014-15, the average turnover will be calculated from the year of existence of the company.
- 3.3.3 Income Tax returns SARAL copy for the Assessment Year 2014-15, 2015-16 and 2016-17 shall be enclosed.
- 3.3.4 **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.
- 3.3.5 **Service Tax Registration Number:** Bidder should have valid Service Tax Registration Number and Self-Attested copy of Service Tax Registration to be enclosed.

4. IBA APPROVAL

- 4.1 The applicant should have an **IBA** recommendation number **on the date of opening of Application / tender**. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this enlistment process.
- 4.2 If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 3 month as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.
- 4.3 Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- 4.4 In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.

5. FLEET OWNERSHIP

- 5.1 The Bidder should own minimum the number of vehicles given below:-

| SL No | Category | Number of Vehicles |
|-------|----------|--------------------|
| 1 | LO | 6 |
| 2 | TA | 4 |
| 3 | FF | 12 |
| 4 | OF | 4 |
| 5 | SF | 5 |
| 6 | LB | 5 |

- 5.2 Ownership should be in the name of Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.
- 5.3 Ownership should be in the name of Company wherein the bidder is a Company (Private Limited, Public Limited etc.) Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.
- 5.4 Documents to be submitted:-
- 5.4.1 Self-attested original copy of RTO Authenticated documents (RTO Certificate) showing vehicle number, owner's name, type of vehicle, carrying capacity, year of manufacturing etc., as per Format-1 or the format prescribed by RTA, **along with the receipt of fee (original) paid to RTA to obtain the certificate.**

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

- 5.4.2 These RTO / RTA certificates should not be older than 3 months from the date of publication of Tender notice. **The copies of RTO / RTA Certificates will be communicated to the respective RTAs for their confirmation of its authenticity, if required.**

- 5.5 For quoting SF category, the bidder should enclose acknowledged GC/LR copy for each vehicle, confirming delivery of the consignments and indicating **length of the consignment more than 15 meters** and
- 5.6 For quoting LB category, the bidder should enclose acknowledged GC/LR copy for each vehicle, confirming delivery of the consignments and indicating **width of the consignment more than 4 meters or height of the consignments more than 4 meters.**

- 5.7 The number of vehicles mentioned above, are only the minimum required for the purpose of Pre-Qualification and it is not at all enough to meet the volume of business of BHEL against this Tender. Hence, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL / business volume of BHEL.

6. ESTABLISHMENT OF BRANCH OFFICES

- 6.1 Bidders must have (i) one established branch at Trichy, (ii) One established branch office at Chennai and (iii) one established branch office at any place other than Tamil Nadu. i.e. three established branch offices is essential.
- 6.2 Established branch offices means the existence of branch office in the specified places, **before opening of this application for enlistment.**
- 6.3 **Documents to be submitted:** Any one of the documentary proof such as valid lease / Rent agreement, Latest Landline Telephone Bill Receipt, EB Bill Receipt, any other relevant documentary proof from any Govt. Authorities shall be submitted

7. AFFIDAVIT

- 7.1 Applicant shall ensure furnishing an undertaking in the form of an affidavit (Format-2) on non-judicial stamp paper valued ₹100/- and duly self-attested by the Bidder.

8. INTEGRITY PACT (IP)

- 8.1 IP is a tool to ensure that the activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- 8.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs the offer) along with the Application for Enlistment. Only those bidders who have entered into such IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

- 8.3 Details of IEM for this tender is furnished below:-

Name : Shri D.R.S Chaudhary, IAS (Retd.)
Address : E-1/164 Arera Colony, Bhopal- 462 016 (M.P.), Ph: +91 755 4050495
Email : dilip.chaudhary@icloud.co

- 8.4 Please refer the Section-8 of the IP for Role and responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- 8.5 No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any administrative queries, etc., on the tender issued. All such clarification / issues shall be addressed directly to the issuing (contracting) department

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

STATEMENT FOR EVALUATION ON PQR
(to be filled in by the Bidder)

Important: All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the applications for enlistment.

In addition to filling the following table, the existing contractors of BHEL, Trichy may have to login the VIS by using their vendor code and password and fill the “Online data sheet for AIRTC 17-18” and take a print out of the same and submit along with this tender. The new carriers may fill the excel sheet attached in NIT and the same shall be sent to aitrc@bheltrv.co.in before submitting the tender. If there is any discrepancy, the data furnished below in hard copy along with enlistment bid will be considered as authentic.

| SL No. | Particulars | Compliance status Please Tick (✓) in the appropriate box / furnish details | |
|--------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1 | Please tick the category applied for and furnish the EMD Fee details (DD = Demand Draft ER = SBI Collect e-receipt) | <input type="checkbox"/> LO – DD/ER no. | dt. |
| | | <input type="checkbox"/> TA – DD/ER no. | dt. |
| | | <input type="checkbox"/> FF – DD/ER no. | dt. |
| | | <input type="checkbox"/> OF – DD/ER no. | dt. |
| | | <input type="checkbox"/> SF – DD/ER no. | dt. |
| | | <input type="checkbox"/> LB – DD/ER no. | dt. |
| 2 | Company Registration Number & Date | Reference Number : Date : | |
| 2.1 | Status of the Company | <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Partnership firm <input type="checkbox"/> Single ownership <input type="checkbox"/> Others (Specify) | |
| 2.2 | Type of Proof Enclosed | | |
| 3 | Financial Soundness | | |
| 3.1 | Turnover Value | Fin. Year | Turnover Value |
| | | 2013-14 | Rs. |
| | | 2014-15 | Rs. |
| | | 2015-16 | Rs. |
| | | Average | Rs. |
| 3.2 | Balance Sheet & Profit & Loss Account | Fin. Year | Net Profit Value |
| | | 2013-14 | Rs. |
| | | 2014-15 | Rs. |
| | | 2015-16 | Rs. |
| | | Average | Rs. |
| 3.3 | IT Value. Copy of Income Tax proof having submitted the returns for Assessment year to be enclosed. | Asmt. Year | Tax Paid Value |
| | | 2014-15 | Rs. |
| | | 2015-16 | Rs. |
| | | 2016-17 | Rs. |
| | | Average | Rs. |
| 3.4 | PAN Number | | |
| 3.5 | Service Tax Registration | ST No. Date. | |
| 4 | IBA approval | IBA Number : Valid up to : | |

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

| SL No. | Particulars | Compliance status | |
|--------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 5 | Fleet Ownership | | |
| 5.1 | For Consignment Category – 1 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date 05. Reg No & Date 06. Reg No & Date | |
| 5.2 | For Consignment Category – 2 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date | |
| 5.3 | For Consignment Category – 3 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date 05. Reg No & Date 06. Reg No & Date 07. Reg No & Date 08. Reg No & Date 09. Reg No & Date 10. Reg No & Date 11. Reg No & Date 12. Reg No & Date | |
| 5.4 | For Consignment Category – 4 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date | |
| 5.5 | For Consignment Category – 5 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date 05. Reg No & Date | |
| 5.6 | For Consignment Category – 6 | 01. Reg No & Date 02. Reg No & Date 03. Reg No & Date 04. Reg No & Date 05. Reg No & Date | |
| 6 | Availability of Branch office at | Station | Proof Particulars |
| | | Trichy | <input type="checkbox"/> Telephone Bill / <input type="checkbox"/> Lease/Rent Agreement / <input type="checkbox"/> Others |
| | | Chennai | <input type="checkbox"/> Telephone Bill / <input type="checkbox"/> Lease/Rent Agreement / <input type="checkbox"/> Others |
| | | Other | <input type="checkbox"/> Telephone Bill / <input type="checkbox"/> Lease/Rent Agreement / <input type="checkbox"/> Others |
| 7 | Affidavit | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed | |
| 8 | Integrity Pact | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed | |
| 9 | Corrigendum if any | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed | |

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

RTO Authentication

The registration and other relevant particulars of the below said vehicle in line with **Form No.23 of CMV Rule 48** are furnished below as desired by M/s..... against their application dt..... under receipt of requisite fees of Rs...../- (Rupees..... only -. vide our office receipt number dated.....

- | | | | |
|-----|------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------|
| 01. | Vehicle Registration No | : | ..... |
| 02. | Name of the Regd. Owner | : | ..... |
| 03. | Full Address | : | ..... |
| 04. | Date of Registration | : | ..... |
| 05. | Registering Authority | : | ..... |
| 06. | Class of Vehicle | : | ..... |
| 07. | Maker's Name | : | ..... |
| 08. | Type of Body | : | ..... |
| 09. | Month/Year of Manufacture | : | ..... |
| 10. | Engine Number | : | ..... |
| 11. | Chassis Number | : | ..... |
| 12. | Trailer's Chassis Number | : | ..... |
| 13. | Horse Power of Prime-Mover | : | ..... |
| 14. | Dimension Of Trailer | : | Length : Width : Height : |
| 15. | Capacity of Trailer : (as Registered) | : | a. Unladen Weight : b. Gross Weight : |
| 16. | Number, Description and Size of Tyres | : | a. Front Axle : b. Rear Axle : c. Any Other Axle : d. Tandem Axle : |
| 17. | Regd.Axle Weight | : | a. Front Axle : b. Rear Axle : c. Any Other Axle : d. Tandem Axle : |
| 18. | Fitness Certificate (F.C) Validity | : | ..... |
| 19. | Road Tax Token Validity | : | ..... |
| 20. | Insurance Validity | : | ..... |
| 21. | Authorization for National Permit with current validity | : | ..... |
| 22. | State(s) for which Permit is given | : | ..... |

Name & Signature of Registration Authority affixing official seal.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

FORMAT-1 – For Truck Category

RTO Authentication

The registration and other relevant particulars of the below said vehicle in line with **Form No.23 of CMV Rule 48** are furnished below as desired by M/s..... against their application dt..... under receipt of requisite fees of Rs...../- (Rupees..... only -. vide our office receipt number dated.....

01. Vehicle Registration No :
02. Name of the Regd. Owner :
03. Full Address :
04. Date of Registration :
05. Registering Authority :
06. Class of Vehicle :
07. Maker's Name :
08. Type of Body :
09. Month/Year of Manufacture :
10. Engine Number :
11. Chassis Number :
12. Horse Power :
13. Unladen Weight :
14. Gross Vehicle Weight :
(a) As Certified by the Manufacturer :
- (b) As Registered :
15. Fitness Certificate (F.C) Validity :
16. Road Tax Token Validity :
17. Insurance Validity :
18. Authorization for National Permit
19. with current validity :
20. State(s) for which Permit is given :

Name & Signature of Registration Authority affixing official seal.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

AFFIDAVIT-CUM-UNDERTAKING

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.
2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

| S.No. | Name of the Directors/Partners/proprietor | PAN | DIN for Director |
|-------|-------------------------------------------|-----|------------------|
| | | | |
| | | | |
| | | | |

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).
4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.
5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,
 - 6.1 BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
 - 6.2 any document submitted by the bidder was fake or forged; or
 - 6.3 if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
7. I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in the Tender Documents, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the ___ day
of _____, 2016 at Trichy.

NOTARY

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for
.....
.....The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

Date :
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8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....
For & On behalf of the Principal
(Office Seal)

.....
For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----
Date-----

Place-----
Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....

.....

.....

.....

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

SPECIAL TERMS & CONDITIONS OF THE CONTRACT**WCM / AIRTC 17-18 / EN, DT.03.01.2017****1. SCOPE OF WORK**

- 1.1 Transportation of consignments for BHEL Trichy on All India Basis by engaging suitable Mechanical vehicles in various categories. The scope of Contract covers transportation of all consignments (except coal, oil, sand and cement) by Suitable Mechanical Vehicles (**GVW up to 49 MT**)

2. RATE BASIS**2.1 PRICE VARIATION CLAUSE**

- 2.1.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel price Variation Clause as given below:-
- 2.1.2 The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below:-

| Details | Category 1 | Category 2 | Category 3, 4 | Category 5, 6 |
|----------------------|------------|------------|---------------|---------------|
| Fixed Cost | 60% | 65% | 70% | 75% |
| Diesel Variable Cost | 40% | 35% | 30% | 25% |

- 2.1.3 Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example say the diesel rate is increased/decreased by 5%, then the diesel variable cost alone will be increased/reduced by 5%.
- 2.1.4 The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.
- 2.1.5 Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
- 2.1.6 The reference diesel rate shall be the actual diesel rate as on date of opening of Application for enlistment. The rates of diesel will be calculated on the basis of the rates published by IOCL / HPCL website (www.iocl.com / www.hindustanpertoleum.com) prevailing at (i) Trichy or (ii) Chennai, if the Trichy rate is not available.
- 2.1.7 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

Example:-

- Say for a particular rate schedule of Category-1 the finalized rate is ₹ 3 per Km per MT
- The fixed cost is ₹ 1.8 (60%) and the variable cost is ₹ 1.2 (40%)
- If the base diesel price increases from ₹50 to ₹52.5 (5%) rates will not be revised
- Further the diesel rate is increased to ₹ 53 i.e increase is 6% then the variable portion alone will be increased to 6% i.e. $1.8 + (\text{₹}1.2 \times 6\%) = \text{₹}1.8 + \text{₹}1.272 = \text{₹} 3.07$
- Further if the rate increases to ₹54 i.e 8% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%)
- Further if the rate is increases to ₹56 i.e. i.e increase is 12% then the variable portion alone will be increased to 12% i.e. $\text{₹}1.8 + (\text{₹}1.2 \times 12\%) = \text{₹}1.8 + \text{₹}1.344 = \text{₹}3.14$.
- At any cost for variation $\pm 5\%$, the basic freight rate finalized will remain same.
- The above logic will be applicable for decrease in diesel rate also.

Date :
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2.2 TAXES AND DUTIES

- 2.2.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 2.2.2 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except Service Tax, Octroi charges and power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

2.3 OCTROI CHARGES:-

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

3. TENURE OF CONTRACT

- 3.1 The Transport Contract is valid for one year from the date of LOI / award of Contract by BHEL, Trichy
- 3.2 The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRS
- 3.3 Extension of Contract for a period of maximum one year may be done with mutual agreement between BHEL, Trichy and transporters with whom rate contract is entered into. Contract extension shall be based on acceptance of the same terms & conditions of the Contract.

4. TYPE OF VEHICLE TO BE PLACED

- 4.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 4.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The 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 License shall be produced for verification.

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- 4.3 In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However in such cases the freight payment will be made as per the demanded vehicle schedule only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This system can also be adopted for open Body vehicle categories accordingly.
- 4.4 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. 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 remedy, to proceed against the Contractor.
- 4.5 In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and accordingly payment will be made.
- 4.6 If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from **AGM/Logistics**. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.

5. OPERATIONAL GUIDELINES FOR CARRIERS

- 5.1 Carriers to ensure the following strictly while loading the consignments, in coordination with the loading agencies. The primary responsibility in ensuring the following lies with the Carrier only. This is applicable for loading consignments at BHEL Trichy, Sub-Contractors Works, Supplier Works, Harbours, PPPU Thirumayam & all other loading points.
- 5.2 In trailer category, since three weight slab wise loading seniority are maintained, i.e. (i) upto 22 MT, (ii) above 22 to 27 MT and (iii) above 27 MT , at maximum possible extent, vehicle shall be loaded as per the demanded weight slab only. If schedule change in inevitable considering the nature of the consignment, loading pattern etc., then AGM / Logistics may approve for revising the rate schedule. In such cases, the respective carriers should not be allotted with their normal turn demand in the revised rate schedule to avoid allotting excess demand to the carriers in the revised rate schedule.
- 5.3 Where the Consignment Category-4 (OF) is not forming full load and no other Consignment Category-4 (OF) is available for that site, then clubbing of Consignment Category-4 (OF) & Consignment Category-3 (FF) can be done, for full load certification cases, which has to be certified BHEL executive not below the rank of DGM (Commercial / MM / User Dept. / Logistics etc.,). This is applicable for combining Consignment Category-3/4 together in Consignment Category – 5 (SF) also.
- 5.4 Also for other than certified full load cases, the above clubbing of loads can be done for the following cases :-
- 5.4.1 Due to Sequential erection / commissioning requirements, the materials has to be combined and despatched in the same vehicle
- 5.4.2 Last despatch to the Site and no further material available for the site under the particular consignment category
- 5.4.3 Last lot / last despatchable quantum / last formed load to a despatch plan or – to an end tonnage completion to the Site and no further material available for the site under the particular consignment category.
- 5.4.4 However clubbing of Consignment Category-3 & Consignment Category-4 in the same vehicle and clubbing of Consignment Category-3/4 together with Consignment Category – 5 in the same vehicle is permitted provided that the (i) ratio from Consignment Category-4 to Consignment Category-3 is 70:30 (or) (ii) Consignment Category-5 to Consignment Category-3 and/or 4 is 70: 30.

Date :
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- 5.4.5 If Consignment Category-3 is combined in Consignment Category-4 then freight will be paid as per Consignment Category-4 rates. Also if Consignment Category-3/4 are combined in Consignment Category-5, then freight will be paid as per Consignment Category-5 rates, based on the certification from AGM / Logistics.

6. DOOR COLLECTION AND DOOR DELIVERY FOR ALL FULL LOADS

- 6.1 All despatches to BHEL Trichy Unit, Power Stations, Sites, or any Supplier Works etc., must be door delivered at the consignee addresses (supplier works, BHEL Trichy, Sites etc.), in all Consignment Categories / All Applications / All Rate Schedules.

- 6.2 Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.

6.3 DOOR COLLECTION

- 6.3.1 The Transport Contractors are to door collect Loads from BHEL/Trichy complex or Suppliers' Works in and around BHEL Trichy within a radius of 60 km to any place in India as desired by the operating agency or at customer or authorized agencies such as Suppliers or any BHEL Unit or Site etc. located anywhere in India to anywhere whether the Transporter has branch or not.

6.4 DOOR DELIVERY

- 6.4.1 It is amplified that the Carriers will effect door-delivery in respect of **Full Loads**, without extra charge for such door-delivery. This is also applicable in the case of consignments where the despatch documents are routed through Bank and for consignment booked to Customer, Supplier or Site or any Consignee booked on door delivery basis.

- 6.4.2 BHEL consignments shall be booked by the approved Transporters only on door delivery basis, to the Consignee and freight payment will be made as per terms and conditions of applicable schedule and terms & conditions of the AIRTC and read with the P.O terms placed by BHEL on its suppliers

7. VOLUME LOADS & FULL LOADS

7.1 Volume Load:-

- 7.1.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.

- 7.1.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than **Manager** as "Volume Load" and payable for full load.

7.2 Full Load:-

- 7.2.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)

- 7.2.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.

- 7.2.3 Full Load Certification" has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of **AGM** of BHEL.

Date :
Place:

Signature of the Applicant with seal
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8. MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES

- 8.1.1 This multi-point collection charges are applicable for all Consignment Categories.
- 8.1.2 For the first point of loading, collection charges is not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.
- 8.1.3 Example: If a vehicle is collecting 3MT is from the first collection point and goes to the second collection point which is 10KM away from the 1st collection point, and picks up the load of another 4MT and then goes to the 3rd collection point which is 15 KM away from the 2nd collection point and picks up another 1 MT then it goes to the destination. In this case the multi-point collection charges will be as follows:-
- 1st point : No collection Charges
 - 2nd point : Rate X 10KM X 3MT
 - 3rd point : Rate X 15KM X (3MT + 4MT)
- 8.1.4 The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- 8.1.5 The above logic will be applicable for multi-point door delivery also.
- 8.1.6 If the Carrier has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
- 8.1.7 For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.
- 8.2 **Certification for multi-point collection & delivery**
- 8.2.1 Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Logistics / MM / Purchase / Commercial etc.)

9. CLUBBING AND DIVIDING OF LOAD

- 9.1 The consignment booked by two or more Transporters or two or more full load or certified full load consignments shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account till such time the consignment is released from statutory authorities and delivered to the consignee.

10. POWER BLOCK / HEIGHT GAUGE CHARGES :-

- 10.1 The power block / height gauge charges at railway crossings shall be paid initially by the Transporter. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 Cms. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of AGM/Logistics on case to case basis.

Date :
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11. TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

11.1 TRANSIT TIME

11.1.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.

11.1.2 The permissible travel of vehicle per day for Full Load Consignments are given below:-

| SL No | Type of Consignment Category | Distance (km) to be travelled per day (average) |
|--------------|-------------------------------------|--------------------------------------------------------|
| 1 | Category – 1 | 300 |
| 2 | Category – 2 | 300 |
| 3 | Category - 3, 4 | 200 |
| 4 | Category – 5 | 120 |
| 5 | Category - 6 | 100 |

11.1.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.

11.1.4 Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers. However the transport carrier has to cover the distance, from place where RPF is issued to the site within the permissible time given above, otherwise detention enroute will not be paid.

11.1.5 For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 500km and the permitted travel per day is 200km per day. Accordingly the transit time is 2.5 days (500/200). Hence 3 days shall be considered as transit time

11.1.6 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

11.2 PENALTY FOR DELAYED DELIVERY

11.2.1 Delay in delivery beyond the above period as described above will attract a penalty of **2% of the freight per Week or part thereof** subject to maximum of 30% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.

11.2.2 However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**

11.2.3 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial at Trichy will be the basis for calculation of penalty.

11.2.4 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.

Date :
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11.2.5 **Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers. This is applicable for all the Consignment Categories except Consignment Category 1.**

11.2.6 In case of consignments booked on self-basis, delivery against consignee copy etc., penalty is not leviable.

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

12. PENALTY FOR NON PLACEMENT OF VEHICLES

12.1 Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Transporter within stipulated period (notice time) given below:-

| Category | Notice Time in "Hours" | | |
|----------------|-----------------------------------------------------------------|---------|-------------|
| | BHEL Trichy & / PPPU Thirumayam & sub vendor works 60 km radius | Harbour | Out Station |
| Category 1 | 24 | 24 | 48 |
| Category 2 | 24 | 24 | 48 |
| Category 3 & 4 | 24 | 48 | 72 |
| Category 5 & 6 | 48 | 72 | 96 |

12.2 However the Carriers have to accept the demand within 24 Hrs in VIS but vehicles can be placed as per the above time schedule.

12.3 For Open Demands, the notice time is reduced half of the above time, since if the vehicle is readily available only, the carriers has to pick the open demands.

12.4 The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 am, for the carrier booking done before 10 am. Also, the carrier booking time i.e. the notice time for placement of vehicle will be counted from evening 2 pm, for the carrier booking done after 10 am.

12.5 For non-placement of vehicles within stipulated period the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty is furnished below:-

| Category | Penalty Charges per demand (in ₹) |
|----------------|-----------------------------------|
| Category 1 | 2,000 |
| Category 2 | 3,000 |
| Category 3 & 4 | 4,000 |
| Category 5 & 6 | 5,000 |

12.5.1 The above penalty will be applicable for open demand cases also.

12.5.2 If the original allottee lifts the same consignment in Open Demand then delay penalty charges only applicable and non-placement penalty will be waived. However, if the same Carrier delivered the consignment within the allowed time (from the date of original demand), then the delay penalty also will be waived automatically. For despatches from Harbour / CFS, the demurrage charges incurred by BHEL due to non-placement of vehicle, also will be recovered from the defaulted transport carriers.

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13. TRANSHIPMENT AND PENALTY

- 13.1 BHEL expect a full load / certified full load consignments to be transported in the same vehicles without transshipment en route.
- 13.2 However, for Consignment Category-1 (LO), one transshipment in the enroute is allowed. For other than Category-1, Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers. However for Consignment Category-1 both delay penalty waiver and transshipment penalty waiver are applicable.
- 13.3 For other categories of vehicles, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR WCM in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.
- 13.4 If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
- 13.5 But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.

14. DETENTION CHARGES

- 14.1 Detention charges shall be paid extra if the vehicles are not unloaded / loaded & released in time.
- 14.2 Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.
- 14.3 Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.
- 14.4 **Eligibility for Detention Charges**
- 14.4.1 Detention at Store Wards of BHEL Trichy: If the vehicle is not unloaded/loaded & released within the next day of reporting, then from 3rd day onwards detention charges will apply.
- 14.4.2 Detention at Logistics BHEL Trichy : If the vehicle is not unloaded/loaded & released within the third day of reporting, then from 4th day onwards detention will apply.
- 14.4.3 Detention at Sites / Harbour / CFSs / DTS Locations : If the vehicle is not unloaded/loaded & released within the fourth day of reporting, then from 5th day onwards detention will apply.
- 14.4.4 **Detention at en-route:-** If vehicle is detained en-route / check posts for want of Road Permit Form, Noncompliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable on certification by an executive of Commercial / end user not below the rank of DGM (based on the documentary evidence such as GPS report, toll receipts, email from the Transport Carrier etc.).
- 14.5 **The rate of detention charges are as follows:-**
- For Consignment Category 1 = ₹ 1,000 per day
 - For Consignment Category 2, 3 & 4 = ₹ 1,500 per day
 - For Consignment Category 5 & 6 = ₹ 2,000 per day

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- 14.5.1 Detention charges shall be paid on certification of an Executive not below the rank of **DGM of user agencies** (Logistics / MM etc.) in case of detention at BHEL, Trichy and Harbour & CFSs of Chennai, Tuticorin & Karaikal.
- 14.5.2 Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal. In case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification by DGM of Commercial / end user is required for payment of detention charges.
- “ In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site, then the date of arrival of vehicle at Site, as certified by BHEL Commercial executive, not below the rank of DGM (based on the documentary evidence such as GPS report, email from the Transport Carrier etc.,) will be considered as the “Site IN entry” date for payment of detention Charges”.
- 14.5.3 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Logistics / Stores / Harbour & CFS and Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 14.5.4 Detention beyond 30 days shall be considered after necessary approval from AGM / Commercial.
- 14.5.5 However, no detention charges will be payable for Sundays & General Holidays if the vehicles report on Sundays & General Holidays.

15. BILLS & PAYMENT

15.1 Dimensions of the Consignments for freight payment

- 15.1.1 Only the actual dimensions of the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc.,) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.

15.2 Weight of the Consignments for freight payment

- 15.2.1 In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 15.2.2 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 15.2.3 If excess weight is noted by the Carriers within Trichy Limit, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighment made at BHEL premises before certification.
- 15.2.4 If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be produced.
- 15.2.5 If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of SR.MANAGER.
- 15.2.6 Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT per KM basis of the respective rate schedule.

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15.2.7 In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Excise Duty Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.

15.3 **Distance for freight payment**

15.3.1 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).

15.3.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.

15.3.3 Wherever the particular station is not exhibited in the SAP system of BHEL Trichy, the distance shall be calculated as per the order of priority as specified below:

15.3.3.1 Route map of India prepared by the Survey of India.

15.3.3.2 Maps.yahoo.com (website)

15.3.3.3 Maps.google.com (website)

15.4 **Time of Submission of freight bills**

15.4.1 Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. This is not applicable for despatches where payment is through Bank. 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 DGM / Commercial / Logistics / MM concerned.**

15.5 **Mode of Payment**

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

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

16. MOTOR VEHICLE ACT

16.1 As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.

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17. RISK PURCHASE

- 17.1 In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- 17.2 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.
- 17.3 Risk purchase will not be imposed to the Carriers who have placed the minimum monthly requirement (if demanded) as below:-

| SL No | Category | Minimum Monthly requirement |
|-------|----------|-----------------------------|
| 1 | LO | 2 Vehicles |
| 2 | TA | 5 Vehicles |
| 3 | FF | 5 Vehicles |
| 4 | OF | 5 Vehicles |
| 5 | SF | 5 Vehicles |
| 6 | LB | 2 Vehicles |

18. LOADING AND UNLOADING

- 18.1 Loading and unloading is the responsibility of Consignor or Consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency.
- 18.2 Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.
- 18.3 Handling and transshipment shall be done at the authorized transshipment center with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.

19. TRANSIT CONDITIONS

19.1 TRAFFIC REGULATIONS & REQUIREMENTS:

- 19.1.1 The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 19.1.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 19.1.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.
- 19.1.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 19.1.5 The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.

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- 19.1.6 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 19.1.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 19.1.8 Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 19.1.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 19.1.10 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety

19.2 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 19.2.1 The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

19.3 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -

- 19.3.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 19.3.2 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 19.3.3 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments. This is applicable for Consignment Categories 3 & 4.
- 19.3.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 19.3.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 19.3.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

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19.4 SAFETY OF CONSIGNMENT:

- 19.4.1 The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 19.4.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- 19.4.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 19.4.4 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 19.4.5 Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 19.4.6 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

20. STATUTORY OBLIGATIONS OF TRANSPORTER:

- 20.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 20.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 20.3 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.

The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

- 20.4 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

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21. ROUTE, SURVEY, PERMIT etc.

21.1 ROUTE

21.1.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.

21.1.2 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 WCM and authorized.

21.2 ROAD SURVEY

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

21.3 PERMIT

21.3.1 In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for 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 the necessary 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.

21.3.2 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.

21.3.3 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.

21.3.4 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

22. LASHING OF THE CONSIGNMENTS

22.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter

22.2 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required

22.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.

22.4 Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.

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- 22.5 Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
- 22.6 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- 22.7 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- 22.8 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 22.9 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 22.10 The loading of multiple components one over the other shall not be done.
- 22.11 Soft rubber pads shall be used to lash on the product metal surface
- 22.12 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 22.13 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 22.14 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 22.15 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 22.16 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 22.17 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 22.18 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 22.19 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

23. PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- 23.1 Transporters shall bring along with trailer 2.6 to 3 mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.
- 23.2 The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above, shall be provided by BHEL for ODC.

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24. INSURANCE COVERAGE AND CLAIM

24.1 Insurance

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.

24.2 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.

24.3 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

24.4 The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

24.5 Damage / Loss

24.5.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or WCM within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or WCM, as applicable.

24.5.2 On receipt of this information, BHEL Trichy (Logistics / WCM) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Logistics / WCM so that further action will follow.

24.5.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Logistics shall process the bills accordingly.

24.6 Open Delivery

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

24.7 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.

24.7.1 Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done inline with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

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24.8 Accidents

- 24.8.1 All accidents at any point shall be reported to agency concerned and WCM in writing through mail immediately within two days 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.
- 24.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM 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 Loading agency shall be informed in writing through Mail, Fax or Letter and WCM 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
- 24.8.3 The freight payment upto the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.
- 24.9 Return freight payment for transporting the damaged consignment back to Trichy after BHEL QC Clearance.
- 24.9.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Trichy after insurance survey and BHEL QC clearance for returning such consignments to Trichy, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

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.

25. SECURITY DEPOSIT

- 25.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 25.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 25.3 **Submission of Security Deposit by the Contractors**
- 25.3.1 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.
- 25.3.2 Balance of the Security Deposit can be submitted by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 25.3.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 25.3.4 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work

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- 25.3.5 Note: In case of (a) small value contracts not exceeding ₹ 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- 25.4 **The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:**
- 25.4.1 Cash (as permissible under the extant Income Tax Act)
- 25.4.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 25.4.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 25.4.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 25.4.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 25.4.6 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: 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)
- 25.5 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 25.6 The Security Deposit shall not carry any interest.

26. GOODS CONSIGNMENT NOTE & EXCISE INVOICE:-

- 26.1 G.C. Note issued should bear **printed serial numbers** with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 26.2 The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.
- 26.3 Once G.C. 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.
- 26.4 The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.
- 26.5 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.
- 26.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / WCM and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.

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(Authorized Signatory)

26.7 The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

26.8 EXCISE INVOICE

26.8.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.

26.8.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

26.8.3 In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

26.9 DELIVERY AGAINST CONSIGNEE COPY

26.9.1 Except despatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed.

27. DESPATCH & ENROUTE DOCUMENTS

27.1 Despatch Documents

27.1.1 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL / Trichy or to any consignee without any written permission from WCM 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.

27.1.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers

27.1.3 The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, WCM by the Transport Carrier concerned.

27.1.4 Wherever FORM 31 is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ₹ 25,000/- perform as on date.

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- 27.1.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
- 27.2 En-route Documents
- 27.2.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- 27.2.2 Any detention on this account will be the Carriers responsibility.
- 27.2.3 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
- 27.2.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

28. VEHICLE MONITORING

- 28.1 Providing GPS will be mandatory for all the categories of vehicles (except TA and LO).
- 28.2 For the vehicle categories SF and LB, vehicle will not be allowed inside BHEL premises, without GPS. For loading at other places 1% of total freight value will be levied for vehicles placed / moved without GPS.
- 28.3 For categories FF and OF, a penalty of 1% of total freight value will be levied for vehicles placed / moved without GPS.
- 28.4 Also wherever the customer insists for GPS the Transporter shall fix GPS at his cost till delivery of the consignment.
- 28.5 **In addition, the position of the vehicle to be updated in VIS for information of BHEL Officials, on daily basis, which is essential as per the Journey management Clause.**
- 28.6 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, **additional penalty of 2 %** of the bill 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
- 28.7 In case, the GPS System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier.

29. JOURNEY MANAGEMENT

- 29.1 Updating of daily vehicle movement status in VIS is essential on daily basis and a must for consignment Categories 2 to 6. Without a copy of this, bills will not be processed. Else a penalty of 1% of freight bill will be imposed.
- 29.2 However for Region-1 (Within TN) & Region-6 (PPPU) updating daily vehicle movement status is not mandatory.
- 29.3 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the Contract period.
- 29.4 Notwithstanding the above, BHEL will exercise their right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons thereof.

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30. EMS, SECURITY AND SAFETY REGULATIONS

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route 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.

31. ESCORT FOR CONSIGNMENTS

Where BHEL intends to depute an escort for certain important consignments, they 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.

32. INDEMNITY:

32.1.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.

32.1.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

32.1.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

- Observance of Labour & Industrial Laws.
- All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- Documentary compliance relating to freight billing.
- Indemnity shall cover the entire transit right after loading to the unloading at destination.

33. ARBITRATION

33.1.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Trichy in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

33.1.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Trichy, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.

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

33.1.4 The arbitration proceedings will be held at BHEL Trichy or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.

34. JURISDICTION

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

35. RIGHTS

35.1 BHEL may enter into parallel Contract simultaneously other than AIRTC with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / consignment categories.

35.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

35.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, Trichy has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.

35.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.

35.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters

35.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.

35.7 It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.

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

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- 35.9 It may be noted that the despatches of all outbound materials from Trichy and all inbound materials from various places to Trichy, despatches from Chennai Port/ CFS to Trichy, and Chennai Port / CFS to other places in India are more or less of continuous basis. However to/from Karaikal Port/CFS, Tuticorin Port/CFS and BHEL PPPU plant, Thirumayam, are not on continuous basis right now and will be of seasonal / according to need basis only. Hence the quantum of despatches at these places cannot be continuous. However once the operations at these places become full-fledged, it will be on continuous basis.

36. PERFORMANCE EVALUATION

- 36.1 The performance of the Transport Carriers shall be evaluated quarterly.
Performance Evaluation of each Carrier will be made as detailed below:

| Performance evaluation Criteria | Method for arriving at the success ratio | Minimum Criteria | weightage on total performance |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|
| Placement of vehicles against our demands | Formula :- (Number of demands lifted / Total number of demands + number of days suspended in VIS) x 100 i.e. one day of suspension in VIS will be considered as one demand for calculating the demands in the denominator of the above formula. | Minimum 60% success ratio is mandatory. | 75 % |
| Delivery in time | Formula :- (Number of consignments delivered in time / Total number of consignments transported) x 100 | Minimum 60% success ratio is mandatory | 15% |
| Transshipment enroute | Formula :- (Number of consignments transported without transshipment / Total number of consignments transported plus number of consignments transshipped) x 100 | Minimum 60% success ratio is mandatory | 5% |
| Updating daily vehicle movement status in VIS | Formula :- (Number of consignments for which daily report is fed by Carrier in VIS / Total number of consignments transported plus number of daily report not fed) x 100 | Minimum 60% success ratio is mandatory. | 5% |

- 36.2 Also, according to the weightage on total performance mentioned above, total success ratio will be calculated. The carrier has to obtain minimum 60% total success ratio.
- 36.3 If the total performance rating (success ratio) is less than 60%, then penal action may be initiated on such carriers, viz, Business Hold & De-Listing etc., as per BHEL's procedure & guidelines for Suspension of business Dealings with Suppliers / Contractors.
- 36.4 Also the top 3 best performers may be awarded with Certification / Memento etc., as per BHEL's practice.

37. BHEL's FRAUD PREVENTION POLICY

- 37.1 The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

38. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

- 38.1 Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

Date :
Place:

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(Authorized Signatory)

39. MICRO SMALL AND MEDIUM ENTERPRISES (MSE)

- 39.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -MSE1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 39.2 Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration
- 39.2.1 Valid NSIC Certificate or
- 39.2.2 Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- 39.2.3 EM II certificate along with attested copy of CA certificate (as per prescribed format at annexure 1) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over
- 39.3 However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.
- 39.4 **Definitions of MSEs owned by SC/ST is under:**
- 39.4.1 In case of proprietorship firm, proprietor must be SC/ST.
- 39.4.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- 39.4.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 39.5 Authorized Offices to Issue SC/ST certificate.
The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 39.5.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 39.5.2 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 39.5.3 Revenue Officer not below the rank of thasildar.
- 39.5.4 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 39.5.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

Date :
Place:

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(Authorized Signatory)

Certificate by Chartered Accountant on letter head

This is to certify that M/s. _____ (hereinafter referred to as „company“) having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dtd. _____, Category :____(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

₹ _____ Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place:

Date:

Date :

Place:

Signature of the Applicant with seal
(Authorized Signatory)

GENERAL TERMS & CONDITIONS OF THE CONTRACT

WCM / AIRTC 17-18 / EN, DT.03.01.2017

1 GENERAL TERMS:-

1.1 Definitions

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

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

Date :
Place:

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2 GENERAL CONDITIONS :-

The heading to these conditions shall not affect the interpretations thereof.

2.1 Work to be carried out:-

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

2.2 Deviations:-

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

2.3 Other Duties:-

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

2.4 Plant and Equipment:-

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

2.5 Assignment of Transfer of Contract:-

The Contractor shall not 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.

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

2.6 Compliance to regulations and by-laws:-

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

2.7 Security Deposit:-

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor.

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

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

2.8 Refund of Security Deposit:-

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

2.9 Orders under the Contract:-

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

2.10 Contractor's Supervision:-

The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SDGM/WCM, to act in his stead.

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

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

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

2.11 Labour:-

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

2.12 Precautions against Risk:-

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.

Date :
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(Authorized Signatory)

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

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

2.14 Laws governing the Contract:-

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

2.15 Cancellation of Contract for Corrupt Acts:-

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

If the Contractor shall:-

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

OR

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

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

2.16 Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:-

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

If the Contractor,

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

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

OR

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

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

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

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

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

2.17 Cancellation of contract in part of full for contractor's default:

If the Contractor:

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

OR

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

2.17.1 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SDGM / WCM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SDGM / WCM or the same shall be recovered from the Contractor by other means.

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

2.18 Termination of Contract on Death of Contractor. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

2.19 Special Power to Termination:-

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

2.20 Submission of Bills by Contractor:-

2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time.

2.20.2 For BHEL Outbound despatches "Time Chart – indicating passing weight" shall be enclosed along with freight bills. In this case "Transport Coordination" has to check RC book weight carrying capacity and ensure over-loading is not done to avoid any unwanted issues during transportation from the statutory authorities etc.. For other than Trichy outbound despatches, Copy of RC Book shall be enclosed along with freight bills. Deviation from the items provided in the contract documents.

2.20.3 Extra items / new items of work.

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

2.21 Recovery from Contractor:-

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

2.22 Post Technical Audit of Work and Bills:-

BHEL may carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

2.23 Force Majeure Clause:-

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the SDGM / WCM subject to prompt notification by the contractor.

Date :
Place:

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2.24 Signing of Contract:-

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

2.25 Statutory Requirements:

2.25.1 All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

2.25.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

2.25.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

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

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

2.26 Registers & Records:-

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

2.27 Remote Transactions:-

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

2.28 Change in Constitution of Firm:-

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

Date :
Place:

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(Authorized Signatory)

2.29 Lien on Consignments:-

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

2.30 Employer Interests:-

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

Date :
Place:

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(Authorized Signatory)

SAFETY CONDITIONS

WCM / AIRTC 17-18 / EN, DT.03.01.2017

1. GENERAL

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

2. MOVEMENT OF VEHICLES INSIDE BHEL TRICHY

- 2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.
- 2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 2.3 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. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 2.4 The driving should be kept in the left at all places.
- 2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 2.6 Inside BHEL, Trichy, while reversing the vehicle or while crossing the security gate, only the driver is allowed to be in the Prime mover. The cleaner / helper has to guide the vehicle from outside.
- 2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 2.8 There must be a safe distance behind another moving truck.
- 2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

3. HANDLING OF MATERIALS / VEHICLES INSIDE LOADING AREA

- 3.1 Strong side supports should be provided on both sides of the vehicle if required. The side supports if any should be fixed in such a way that it cannot be removed even temporarily.
- 3.2 Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 3.3 The stacking of loads on the axles should be evenly placed. The load should not be heaped together or dumped over the chassis.
- 3.4 The load on the axles should not be beyond its standard capacity. The carrying capacity must be clearly marked on the vehicle also.
- 3.5 The loaded materials should be fastened tightly with wire rope and padding arrangement to avoid metal to metal contact. Coil rope should not at all be used.

Date :
Place:


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(Authorized Signatory)

- 3.6 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.
- 3.7 There must be minimum two fastening and it should be more in case of lengthier loads.
- 3.8 There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 3.9 While loading/unloading proper slinging practice should be followed.
- 3.10 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.
- 3.11 When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

OPERATIONAL CONTROL PROCEDURE (OCP)**WCM / AIRTC 17-18 / EN, DT.03.01.2017**

| | | | |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------|-----------------|
|  70-943/A | HEALTH , SAFETY & ENVIRONMENTAL MANAGEMENT SYSTEM | Rev. | 002 |
| | | Date | 13.12.14 |
| OCP:LOG:001:S | OPERATIONAL CONTROL PROCEDURE {Ref: HSEMS Manual Section 4.3.1.a & 4.4.6} | Page | 1 of 1 |

- 1.0 Purpose : To ensure safety in transporting materials through Mechanical Vehicles.
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere.
- 3.0 Responsibility : Competent authority in LOGISTICS.
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:2007 – Clause 4.4.6
Central Motor Vehicles Act and Rules
Tender / Contract conditions given by BHEL.
Record of Hazard and Risk

6.0 Activities :

| SN. | Activity | Responsibility |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 01 | The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256) | Transporter |
| 02 | Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28 | Transporter / Owner |
| 03 | Control of Transporter's vehicle Road permit (Sec.66-68) | Transporter |
| 04 | Control of Traffic Limit – Speed (Sec.112) | Transporter |
| 05 | Limits of weight and limit in Safety Precautions (Sec.113,114) | Transporter / Consignor |
| 06 | Insurance of Motor vehicle against third party (Sec.146) | Transporter |
| 07 | Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5) | Transporter |
| 08 | Ensure Welfare and Health requirements (Sec.8 – 12) | Transporter |
| 09 | Packing as per Designer/Manufacturer /Purchaser instructions. | Consignor |
| 10 | Insurance of Goods | Consignor / consignee |
| 11 | Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc., | Transporter/ Consignor |
| 12 | Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle | Logistics department/ Transporter |
| 13 | Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery. | Concerned executing department |
| 14 | Transportation of goods as per terms and conditions of BHEL Rate Contract for all consignments. | Executing Agency/Transporter |
| 15 | Record of information regarding the accident / damage to material. . | Vehicle Owner / Transporter |
| 16 | Review of accidents/damages to materials | Logistics |

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

TERMS AND CONDITIONS TO SUBMIT THE OFFERS

WCM / AIRTC 17-18 / EN, DT.03.01.2017

1. PROCEDURE TO SUBMIT APPLICATIONS

1.1 The enlistment bid shall be submitted as follows:

1.2 One envelope sealed & super scribed with “Cover-1-Application Fee & EMD” containing

- a. Demand Draft of ₹ 8,000/- towards Cost of application,
- b. Individual Demand Drafts for each category applied for.

1.3 One envelope sealed & super scribed with “Cover-2 – Pre-Qualifying Documents” containing documents as follows and order described in Format

| | | |
|------------|---|--------------------------------------------|
| Annexure-1 | : | Pre-Qualifying Requirements (PQR) |
| Annexure-2 | : | Special Terms & Conditions of the Contract |
| Annexure-3 | : | General Terms & Conditions of the Contract |
| Annexure-4 | : | Safety Conditions |
| Annexure-5 | : | Operational Control procedures (OCP) |

1.4 All the required documents shall be filed in the same serial as per the format/column of the “statement for evaluation on PQR”. All the pages shall be serially numbered on the right hand side top corner.

1.5 The bidders are requested to submit the bids duly double punched on the left middle of the papers, and tied with file tag. Bidders are also advised strictly not to submit the bids with spiral binding & hard book binding, as it will hamper the speedy evaluation of the offers.

1.6 Both envelopes with cover-letter should be kept in a common envelope which shall be sealed and super scribed with

"Tender Ref. WCM / AIRTC 17-18 / EN, dt.27.12.2016

Due Date: 12.04.2016

Enlistment of Transport Carriers, AIRTC 2017-18"

1.7 The above envelope shall be sent to or the envelope can be dropped in the Tender Box kept at the following address. BHEL will not be responsible for any postal delay.

**“SM / Works Contracts Management,
Bldg. 53, 1st Floor, High Pressure Boiler Plant
Bharat Heavy Electricals Limited,
Tiruchirappalli – 620014, Tamil Nadu
Phone: 0431 257 1579 “**

1.8 On administrative and any other valid reasons, BHEL may cancel this enlistment process / tender either in full or in part at their discretion without assigning any reason thereafter.

2. PAGES TO BE FILLED BY THE APPLICANTS

2.1 Page 7 & 8 : Statement for Evaluation on PQR

2.2 Page 58 : Checklist

2.3 Online data format available in website www.bheltry.co.in

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

3. GENERAL INSTRUCTIONS.

- 3.1 All entries in application documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Applicants concerned.
- 3.2 The application shall fill in all the required particulars of the application documents and also sign on each and every page of the application documents before submitting their application.
- 3.3 Should a Bidder find discrepancies or omissions in the application documents or should there any doubt as to their meaning, he should at once address the authority inviting the Application, 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 application on any account)
- 3.4 Conditional applications, applications which are incomplete or otherwise considered defective with respect to application Terms & conditions and applications not in accordance with the Terms & Conditions herein contained and the Application not in original shall be rejected, outrightly, at any point of time during the evaluation process.
- 3.5 If an applicant deliberately gives wrong information in his application or creates conditions favourable for the acceptance of his application, the BHEL WILL REJECT SUCH APPLICATION AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 3.6 Canvassing in any form, in connection with the Enlistment is strictly prohibited and such Applications are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of application. Should any information found to be incorrect subsequently, at any point of time, the enlistment/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 3.7 Should an Applicant's or in the case of a firm or company of Applicant/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the application, failing which the application may be disqualified, or if such fact subsequently comes to light, the Enlistment / Contract may be cancelled.
- 3.8 The Application and the total Tender / Contract terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

4. WITNESSING THE APPLICATION OPENING

- 4.1 The representative of the Bidder, who chooses to witness the application opening, may have to produce the Authorization Letter, as per the **enclosed Format-4**, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender.
- 4.2 Only one representative from one Bidder will be allowed to participate in the application opening.
- 4.3 Cell phones, Camera, Laptop or any other audio / video recording devices are not permitted inside the Tender opening hall. If the bidders are found to be in possession of the same, they will not be allowed to witness the price bid opening.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

5. SPECIAL INSTRUCTIONS

- 5.1 The General terms & conditions, Special Terms & Conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special instructions given below.
- 5.2 Keeping in view the difficulties in road transportation of heavy industrial goods, the Transport Carriers are required to comply with the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date.
- 5.2.1 Motor Vehicles Act, 1988
 - 5.2.2 Central Motor vehicles Rules, 1989
 - 5.2.3 Other Central Rules, Notifications
 - 5.2.4 Tamil Nadu Motor Vehicle Rules, 1989
 - 5.2.5 Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989
 - 5.2.6 Tamil Nadu State Transport Appellate Tribunal Rules, 1989
 - 5.2.7 Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases
 - 5.2.8 Road Transport Corporations Act, 1950
 - 5.2.9 Carriage by Road Act, 2007
- 5.3 The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007.
- 5.4 The Transport Carriers / Fleet owners in case of award of Contract will also ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
- 5.5 Transport Carriers/Fleet Owners who wish to participate in the Tender for the purpose of entering into a Contract, in case of award of Contract, will ensure that overloading of vehicles is absolutely stopped.
- 5.6 The Transport Carriers/Fleet Owners, in case of award of Contract will ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
- 5.7 It has to be noted that if the vehicles deployed for transportation of heavy goods are certified and in good condition and if over loading is stopped, there is no reason for transit delays, brake down or accident.
- 5.8 In the Enlistment Process, the minimum eligibility criteria have been prescribed for technical qualification only. However, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL.
- 5.9 BHEL expects the Transport Carriers, in case of Award of Contract, to improve their own fleet strength, in due course, so that their dependency on market vehicles will get reduced.
- 5.10 Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment. Even, in case where the Bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and deliver at any such points.
- 5.11 The Bidder is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Bidder.
- 5.12 BHEL will have the right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and RTA Rules.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

- 5.13 The Transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Transporter. BHEL, Trichy is not responsible for any injuries to the Transporter's personnel inside the company premises.
- 5.14 In case of Award of Contract, BHEL would not entertain reasons such as paucity of vehicles or unviable rates, market conditions or any other extraneous causes etc., for nonperformance against the Rate Contract.
- 5.15 It may please be noted that merely quoting against this Tender does not automatically entail the Transport Carrier for award of Contract in all segments of business/applications. It would be the prerogative of BHEL to consider only as many number of Transport Carriers as may be required, for a particular category/segment based on the requirements / and Tender Conditions. BHEL will have the right to restrict the number of Transport Carriers in the Contract / delist in case of non-performance/Cancel Rate Schedules etc.
- 5.16 The Transport Carriers/Fleet Owners who wish to participate in this Tender have to go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted/vitiated.
- 5.17 In case of Award of Contract, BHEL will critically look at the performance of the Transport Carriers, by their prompt response and safety in transportation. If the Transport Carrier fails to perform to the satisfaction of BHEL or fails to fulfill/comply with the performance evaluation criteria, the Security Deposit will not be refunded/BG will be en-cashed.

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

REF:..... DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s.....

(name of the Tenderer) hereby authorizing(name of the representative)

to participate in the application opening of BHEL Trichy Tender No. WCM / AIRTC 17-18 / EN

dt.03.01.2017.

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

(Signature of the representative)

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)

CHECK LIST

(To be furnished by the applicant and the same shall be enclosed as first page of tender documents)

| Sl.No | Particulars for evaluation of enlistment bid. | Please Tick ✓ the appropriate box for confirmation of document enclosures | Page Nos. where documents are attached. |
|-------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------|
| 1 | Original DD / e-receipt for ₹ 8000/- towards cost of tender document | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 2 | Original DDs / e-receipt against EMD for appropriate values | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 3 | Self-Attested copy of Particulars for registration of Company (MOA, AOA, Business Licence, Certificate of Incorporation etc.,) | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 4 | Self-Attested copy of Power of Attorney | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 5 | Self-Attested copy of Audited annual reports or Balance Sheet for FY 2013-14, 2014-15 & 2015-16 | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 6 | Self-Attested copy of Profit & Loss Account FY 2013-14, 2014-15 & 2015-16 | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 7 | Self-Attested copy of ITR SARAL (Assessment Years 2014-15, 2015-16 & 2016-17) FY 2013-14, 2014-15 & 2015-16 | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 8 | Self-Attested copy of PAN Card | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 9 | Self-Attested copy of Service Tax Registration Certificate | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 10 | Original RTO Certificate for the vehicles along with original fee receipt. | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 11 | Proof for Availability of Branch office | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 12 | Affidavit cum Undertaking (In stamp paper) | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 13 | Integrity Pact | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 14 | Corrigendum, if any | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 15 | Duly Signed and Stamped Copy Of Full Tender Document | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |
| 16 | Online Printout of Data Sheet – for Existing Carriers and emailed Excel Sheet for new carriers | <input type="checkbox"/> Attached / <input type="checkbox"/> Not Attached | |

Date :
Place:

Signature of the Applicant with seal
(Authorized Signatory)