



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

Phone : 0431 – 2571549, 1519,1518

Fax : 0431 – 2520212

E.mail : [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

### WORKS CONTRACTS MANAGEMENT

Ref: WCM/14-15/4021

06.03.2015

### NOTICE INVITING

## EXPRESSION OF INTEREST

Expression of Interest are hereby invited from IBA Approved Transport Carriers having a fleet of vehicles of their own and network of Branches for transportation of consignments for BHEL Trichy to the project Sites located all over India (BHEL Trichy outbound despatches) by engaging suitable Mechanical Trailers of 40 Feet & 70/80 Feet bed length.

The transport Carriers who have been awarded Contract under BHEL Trichy's All India Transportation Rate Contract 2013-15 – BHEL Trichy Outbound Applications of 40 Feet Trailer and 70 Feet Trailer Consignment categories (both ODC & Non-ODC) are not eligible to participate in this EOI. If submitted, the same may be rejected.

The scope of Contract covers transportation of all consignments (except coal, oil, sand and cement) by Suitable Mechanical Vehicles (GVW up to 49 MT) for a period of two years from the date of award of Contract

The Indicative quantum of transportation of outbound consignments would be in the order of Approx. **50,000 Metric Ton** up to 31.03.2015.

**The Transport Carriers are advised to go through the terms & conditions enclosed carefully before submitting their Expression of Interest.**

The Carriers may contact Shipping Officer / WCM, M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Phone: 0431-2571539 / 2571519 Email: [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in) for any clarification required in this regard.

The EOI enquiry comprises the following documents:-

(1) This Covering letter of EOI - Ref: WCM/14-15/4021

(2) EOI Documents

Annexure-I	:	Application for Expression of Interest (EOI)
Annexure-II	:	Special Conditions of the Contract
Annexure-III	:	General Terms & Conditions of Contract
Annexure-IV	:	Safety Conditions
Annexure-V	:	Operational Control Procedures

This is only a request for Expression of Interest and not a Contract. The signed & scanned copies of the application along with Terms & condition may also be sent through email.

(Jagannadha Rao A V)

SDGM / WCM,

M/s.Bharat Heavy Electricals Limited,

Tiruchirappalli – 620 014,

Email: [aitrc@bheltry.co.in](mailto:aitrc@bheltry.co.in)

Date:

Place:

Signature of the applicant with seal  
(Authorized Signatory)

**APPLICATION FOR EXPRESSION OF INTEREST**

The applicant should have an IBA recommendation valid up to date and shall also ensure that the same is at least valid up to 31.03.2015. Copy of currently valid IBA Certificate shall be enclosed duly attested by Notary Public.

SL No	Description	Details
1	Name of the Transport Carrier (as registered)	
2	Address for Correspondence	
3	Tele Phones	
3.1	Landline	Office (in) (ii)
		Residence (i) (ii)
3.2	Cell Phone	Office (i) (ii)
		Residence (i) (ii)
4	Fax Number	(i) (ii)
5	E-mail ID	(i) (ii)
6	IBA Approval number. (Copy of IBA approval shall be enclosed – <b>The EOI submitted without valid IBA Certification will be summarily rejected</b> )	

Declaration by the applicant:

I declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in Annexure-I to Annexure-IV, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly.

Date:

Signature & Seal of the applicant

**Important note on Rate finalization:- The technically accepted Carrier will be asked to offer their rates for every demand which is subject to price negotiation by BHEL. If the rates are accepted by BHEL then only the carrier will be allowed to lift the load physically.**

Date:

Signature of the applicant with seal  
(Authorized Signatory)

Place:

**SPECIAL CONDITIONS OF THE CONTRACT**

The General and special conditions of contract are complementary to each other and wherever they are in conflict the special conditions shall prevail and BHEL decision will be binding on both the parties and valid for execution.

CLAUSE	DETAILS
<b>1</b>	<b>SCOPE OF WORK</b>
1.1	Transportation of consignments from BHEL Trichy to various project Sites located All over India by engaging suitable Mechanical Trailers of 40 Feet & 70/80 Feet bed length (GVW up to 49 MT). The scope of Contract covers transportation of all consignments (except coal, oil, sand and cement).
<b>2</b>	<b>TENURE OF CONTRACT</b>
2.1	The Transport Contract is valid <b>from the date of LOI to 31.03.2015</b>
2.2	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.
<b>3</b>	<b>TYPE OF VEHICLE TO BE PLACED</b>
3.1	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.
3.2	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.
3.3	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 disfavor. 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.
<b>4</b>	<b>LOAD DISTRIBUTION</b>
4.1	BHEL will allot the load through BHEL's VIS (Vendor Information System) as "Open Demand" which will be displayed to all the approved Carriers.
4.2	Whoever accepts the demand through VIS will be loaded on first come first served basis.
4.3	However, a Carrier will be allowed to pick 5 demands at a time. They can accept further demands only if they physically places the vehicle inside BHEL and made vehicle IN entry in VIS.
<b>5</b>	<b>RATE BASIS</b>
5.1	The Rates shall be Firm throughout the currency of the Contract i.e. upto 31.03.2015.
<b>5.2</b>	<b>TAXES AND DUTIES</b>
5.2.1	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.
5.2.2	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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

<b>5.3</b>	<b>OCTROI CHARGES:-</b>
5.3.1	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.
5.3.2	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.
5.3.3	In the cases where Octroi is paid by the Carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.
<b>6</b>	<b>POWER BLOCK / HEIGHT GAUGE CHARGES :-</b>
6.1	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.
<b>7</b>	<b>VOLUME LOADS &amp; FULL LOADS</b>
<b>7.1</b>	<b>Volume Load:-</b>
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	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 the freight will be paid for full load of 21MTs or RC Book passing capacity of the Vehicle whichever is less irrespective of the actual weight of the consignments loaded. In this case "Volume 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 Manager of user Department of BHE
<b>7.2</b>	<b>Full Load:-</b>
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	If vehicle is loaded 21.00 to 22.00MT then the freight will be paid for the full load of 22.00MT or RC Book passing capacity of the Vehicle whichever is less without any certification.
7.2.3	Due to extreme urgencies or non-availability of sufficient forming load, if vehicle is loaded 16.01 to 21.00MT then the freight will be paid for the full load of 21.00MT or RC Book passing capacity of the Vehicle whichever is less. In this case 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 user Department of BHEL.
<b>8</b>	<b>PENALTY CHARGES</b>
<b>8.1</b>	<b>TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY</b>
8.1.1	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.
8.1.2	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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

8.1.3	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.
8.1.4	For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted
8.1.5	For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted
8.1.6	In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
8.1.7	Transit time for 40 Feet Trailer is 200km per day Transit time for 70 Feet Trailer is 120 km per day
8.2	Grace Period Up to to700KMs : 1 Day 701 to 1500KMs : 2 Day Above 1500KMs : 3 Days
8.3	Penalty for Full Loads : 1 % of freight per Day subject to maximum of 50%
8.4	In case of delayed delivery, the grace time also will be taken in to account for calculating the penalty amount.
<b>8.5</b>	<b>Waiver of Penalty for delayed delivery</b>
8..6	Wherever there is late delivery, penalty will be levied. However in case of exceptional situations where the Competent Authority of BHEL, as per procedure shall, waive off penalty on “case-to case” basis, based on the representation received from the Transporter, providing the full details / data/ reasons for the delay. BHEL on review of these details and upon verifying the proof for the reasons explained by Carrier, which is beyond his purview, may consider such penalty waiver.
8.7	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.
8.8	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
<b>9</b>	<b>TRANSHIPMENT AND PENALTY</b>
9.1	BHEL expect a full load / certified full load consignments to be transported in the same vehicles without transshipment en route.
9.2	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 CCC/LOGISTICS in advance and obtain prior permission from BHEL Executives, not below the rank of SR.MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.
9.3	If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
9.4	But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect, suitable endorsement on the Lorry Way Bill shall be made by the Consignor at the time of booking. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of Contract condition.
<b>10</b>	<b>DETENTION CHARGES AT LOADING &amp; UNLOADING POINTS</b>
10.1	Detention charges shall be paid extra if the vehicles are not loaded in time.  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. 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.
<b>10.2</b>	<b>Eligibility for Detention Charges</b>
10.2.1	At Store Wards of BHEL Trichy: Within 24 Hrs. from the time for reporting, the vehicle should be released. 2nd day onwards detention charges will apply as per Table given below

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

10.2.2	At Shipping BHEL Trichy : Within 48 Hrs. from the time of reporting, the vehicle should be released. 3rd day onwards detention will apply
10.2.3	At Sites Within 72Hrs from the time of reporting, the vehicle should be released. 4th day onwards detention will apply as per Table given below
10.2.4	Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Shipping / MM etc.) in case of detention at BHEL, Trichy and Harbour & CFSs of Chennai, Tuticorin & Karaikal
10.2.5	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.
10.2.6	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 Shipping / Stores / Harbour & CFS and Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
10.2.7	However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.
<b>10.3</b>	<b>Detention charges will be paid as follow</b>
10.3.1	40 Feet Trailer  Up to 5 days ₹ 750 per day 6-10 Days ₹ 1000 per day 11-20 Days ₹ 1250 per day 20-30 Days ₹ 1500 per day  70 Feet Trailer Up to 5 days ₹ 750 per day 6-10 Days ₹ 1250 per day 11-20 Days ₹ 1500 per day 20-30 Days ₹ 1800 per day
<b>10.4</b>	<b>Detention charges will be restricted to maximum for 30 days including detention at loading &amp; unloading point</b>
<b>11</b>	<b>TRANSIT CONDITIONS</b>
<b>11.1</b>	<b>TRAFFIC REGULATIONS &amp; REQUIREMENTS</b>
11.1.1	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.
11.1.2	The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
11.1.3	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.
11.1.4	It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
11.1.5	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. 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. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments. 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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

	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
11.1.6	Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety
<b>12</b>	<b>ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE</b>
12.1	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
12.2	The Transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The Transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.
<b>13</b>	<b>PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:</b>
13.1	To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -
13.2	Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
13.3	That good quality lashing ropes in sufficient numbers, 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; the same should be got certified by BHEL authority.
13.4	To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.
13.5	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.
13.6	Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
13.7	Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
13.8	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
13.9	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.
13.10	The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
13.11	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
13.12	Transporter shall auction no 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.
13.14	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, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.
<b>14</b>	<b>STATUTORY OBLIGATIONS OF TRANSPORTER:</b>
14.1	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

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

	<p>hereafter be brought into force, governing the relationship between the employer and the employee.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>15</b>	<b>JOURNEY MANAGEMENT</b>
15.1	<p>The Bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall e-mail/phone status of items to BHEL on daily basis.</p> <p>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.</p> <p>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</p>
<b>16</b>	<b>MOTOR VEHICLE ACT</b>
16.1	<p>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.</p>
<b>17</b>	<b>STORAGE CHARGES:</b>
17.1	<p>The Transporter shall store in their nearest godown safely the consignments in the following cases where circumstance demand such action.</p> <p>Consignments booked as self and consignments to be delivered against consignee copy.</p> <p>Consignments not accepted by Consignee for unloading at Site / Customer place / destination</p> <p>Consignee refuse to accept the consignment for some reason or other</p> <p>In all other cases, the consignments are to be directly delivered at Site / Customer place / destination.</p> <p>Under any circumstances, Carrier shall not auction any consignment belonging to BHEL, any consignment despatched by the Suppliers / Customers on behalf of BHEL.</p> <p>Storage charges shall not be paid for storage of consignments for a period of 90 Days from the date of arrival at godown.</p>

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)



	<p>Storage beyond 90 Days (excluding transit period) storage charges @ one paise per kg per day shall be paid. However total storage charges less than Rs.1000/- per consignment is not payable.</p> <p>Penalty, for not delivering the consignment within Contract transit time, is not leviable in the above cases. However in case of consignments not accepted / refused to be accepted by consignee for any reason, communication in any form in writing from the Consignee concerned should be attached with the freight bill for waiver of penalty.</p> <p>In all the above cases photo copy of the consignee copy of LR, where the Bank seal should be visible and readable, shall be attached with freight bill to enable BHEL to consider payment of storage charges as per Contract.</p>
<b>18</b>	<b>INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL</b>
18.1	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, the loading of business on them will be stopped immediately and the Contract with him may ultimately be terminated.
<b>19</b>	<b>ROUTE AND DISTANCE</b>
<b>19.1</b>	<b>ROUTE</b>
19.1.1	All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
19.1.2	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.
<b>19.2</b>	<b>DISTANCE</b>
19.2.1	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)
19.2.2	BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
19.2.3	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
19.2.3.1	Maps.yahoo.com (website)
19.2.3.2	Maps.google.com (website)
<b>19.3</b>	<b>ROUTE, SURVEY, PERMIT ETC.</b>
19.3.1	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.
19.3.2	In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
19.3.3	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
19.3.4	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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

19.3.5	All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.
<b>20</b>	<b>LOADING AND UNLOADING</b>
20.1	<p>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.</p> <p>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.</p> <p>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.</p>
<b>21</b>	<b>COVERING THE CONSIGNMENT WITH TARPAULIN &amp; LASHING</b>
<b>21.1</b>	<b>Covering the Consignments</b>
21.1.1	The consignments, entrusted to the Carriers shall be handled, covered with waterproof Tarpaulin to prevent the ingress of water and lashed without damage to consignments, transported and delivered carefully. For any loss or damage to the consignment, the Carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserve the right to terminate the Contract or take other appropriate steps.
<b>21.2</b>	<b>Instructions for loading and lashing of consignments for transportation</b>
21.2.1	Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
21.2.2	The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
21.2.3	All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
<b>22</b>	<b>PACKING WOOD &amp; SIDE SUPPORT FOR SAFE TRANSPORTATION</b>
22.1	<p>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.</p> <p>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 the shall be provided by BHEL for ODC.</p>
<b>23</b>	<b>INSURANCE COVERAGE AND CLAIM</b>
<b>23.1</b>	<b>Insurance</b>
23.1.1	Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
23.1.2	The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.
23.1.3	Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
23.1.4	The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
<b>23.2</b>	<b>Damage / Loss</b>
23.2.1	If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or CCC/LOGISTICS within a week of delivery and the Transporter should submit the Xerox

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

	copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or CCC/LOGISTICS as applicable.
23.2.2	On receipt of this information, BHEL Trichy (Shipping / CCC) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping / CCC so that further action will follow.
23.2.3	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 Shipping / CCC shall process the bills accordingly.
<b>23.3</b>	<b>Open Delivery</b>
23.3.1	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.
23.4	Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.
23.5	Logistics /Shipping 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 in line 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. In case Carrier fails to compensate with the above period, BHEL will exercise their right to recover such compensation by deduction from such Carriers pending Bills / SD
<b>23.6</b>	<b>Accidents</b>
23.6.1	All accidents at any point shall be reported to agency concerned and CCC/LOGISTICS in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
23.6.2	Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or CCC/LOGISTICS as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and CCC/LOGISTICS for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.
23.6.3	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
<b>23.7</b>	<b>Return freight payment for transporting the damaged consignment back to Trichy after BHEL QC Clearance.</b>
23.7.1	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
23.7.2	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.
<b>24</b>	<b>SECURITY DEPOSIT</b>
24.1	The security deposit shall not carry any interest.
<b>24.2</b>	<b>Security Deposit Amount</b>

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

24.2.1	Security deposit will be recovered at the rate of 10% from the running bills.
<b>24.3</b>	<b>Refund of Security Deposit</b>
24.3.1	The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
24.3.2	Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
<b>25</b>	<b>BILLS &amp; PAYMENT</b>
<b>25.1</b>	<b>Time of Submission</b>
25.1.1	Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. 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 Manager of the User Department concerned
<b>25.2</b>	<b>Mode of Payment</b>
25.2.1	All payments to be made to the Transporter, shall be through NEFT(National Electronic Fund Transfer / RTGS(Real Time Gross Settlement) within reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.  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.
<b>26</b>	<b>Excess Claims</b>
26.1	The movement of consignments includes sizable quantum of materials and components/sub-assemblies for which the freight charges will be paid by various BHEL customers to the Carriers directly. In such cases also, the Carriers under this Contract, must claim the freight only at approved rates payable under this Contract and any excess claim will be restricted to the approved rates only. BHEL will have the right to recover extra expenditure or total amount resulting in resubmission of freight as per Contract. If the Carrier continues to make excess claims, such a conduct will reflect on the performance leading to stopping of loads, suspension and delisting.
<b>27</b>	<b>DELIVERY AGAINST CONSIGNEE COPY</b>
	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.
<b>28</b>	<b>Dimensions of the Consignments</b>
28.1	Only the actual dimensions if 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.
<b>29</b>	<b>Weight of the Consignments</b>
29.1.1	Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. i.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

29.1.2	The maximum weight of the consignment indicated in each consignment category is only indicative. However if the passing weight of the corresponding vehicle category is higher than the maximum weight limit of the consignment category, indicated, in such cases the consignment will be loaded up to the passing weight capacity & freight will be paid on per MT per KM basis accordingly.
29.1.3	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.
29.1.4	Excess weight means, the weight of the consignment weighed is found to be 10% more than GMS weight.
29.1.5	However 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 weighing.
29.1.6	If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be produced.
29.1.7	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.
29.1.8	Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis and will be paid on per MT per KM basis of the respective rate schedule.
29.1.9	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.
<b>30</b>	<b>GOODS CONSIGNMENT NOTE &amp; EXCISE INVOICE:-</b>
<b>30.1</b>	<b>GC / LR / LWB</b>
30.1.1	G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
30.1.2	The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.  Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
30.1.3	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
30.1.4	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.
30.1.5	The Carrier should feed systematic information viz.,GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
30.1.6	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.

Date:

Place:

Signature of the applicant with seal  
(Authorized Signatory)

<b>30.2</b>	<b>EXCISE INVOICE</b>
30.2.1	Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.
3.2.2	In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
30.2.3	In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.
<b>31</b>	<b>DESPATCH &amp; ENROUTE DOCUMENTS</b>
<b>31.1</b>	<b>Despatch Documents</b>
31.1.1	Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from CCC/LOGISTICS or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
31.1.2	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.
31.1.3	The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, SM/CCC/LOGISTICS by the Transport Carrier concerned.
31.1.4	Wherever FORM 31 is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per form as on date
31.1.5	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.
31.1.6	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.
<b>31.2</b>	<b>En-route Documents</b>
31.2.1	Any detention on this account will be the Carriers' responsibility.
31.2.2	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
31.2.3	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
<b>32</b>	<b>VEHICLE MONITORING</b>
32.1	Monitoring of BHEL consignment should be made by the Carriers through online web based system by means of GPS from booking till delivery of the consignment wherever required / advised by BHEL, and the cost thereon to be borne by the Carriers only.  In case, the 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. If repeated failures are noticed, a fine of two per cent of freight payment will be deducted from freight bill.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

	<p>All 70/80 feet trailer category and consignment for which customer insists GPS shall be fixed, the Transporter shall fix GPRS at his cost till delivery.</p> <p>Wherever insisted by BHEL, the GPS instrument has to be provided by the Contractors at their cost and risk in all the vehicles which carries the consignments. The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, a penalty of 2 % of the 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</p>
<b>33</b>	<b>E.M.S SECURITY AND SAFETY REGULATION</b>
33.1	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.
<b>34</b>	<b>ESCORT FOR CONSIGNMENTS</b>
34.1	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.
<b>35</b>	<b>INDEMNITY:</b>
35.1	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
35.2	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.
35.3	The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-
35.3.1	<p>Observance of Labour &amp; Industrial Laws.</p> <p>All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.</p> <p>Documentary compliance relating to freight billing.</p> <p>Indemnity shall cover the entire transit right after loading to the unloading at destination.</p>
<b>36</b>	<b>ARBITRATION</b>
36.1	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.
36.2	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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

36.3	The decision of the arbitrator shall be final and binding on both the parties.
	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.
<b>37</b>	<b>JURISDICTION</b>
37.1	In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 36.
<b>38</b>	<b>RIGHTS</b>
38.1	BHEL may enter into parallel Contract simultaneously other than AITRC 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
38.2	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.
38.3	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.
38.4	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.
38.5	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.
38.6	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
38.7	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.
38.8	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.
38.9	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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)



**GENERAL TERMS & CONDITIONS OF THE  
CONTRACT**

**1 GENERAL TERMS:-**

**1.1 Definitions**

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

- 1.1.1 The "**Contract**" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- 1.1.2 The "**work**" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
- 1.1.3 The "**Contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.1.4 "The **Officer-In charge**" means, the Officer deputed by the Competent Authority by BHEL, to supervise the work or part of the work.
- 1.1.5 "**Approved**" and "**Directed**" means, the approval or direction of Competent Authority of BHEL, 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 any other Competent Authority authorized 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 recognized 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:

Signature of the applicant with seal  
(Authorized Signatory)

## **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 Competent Authority, No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

### **2.3 Octroi and Other Duties:-**

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

### **2.4 Plant and Equipment:-**

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 without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

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

### **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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

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 BHEL, 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 Logistics or the OFFICER-INCHARGE, to receive instructions.

The Contract awarding authority 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.

## **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 Competent Authority of BHEL, 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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

## **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
- 2.15.2 enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- 2.15.3 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
- 2.16.2 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,  
OR
- 2.16.2.1 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.
- 2.16.3 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 Competent Authority of BHEL 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 Competent Authority of BHEL, or the same shall be recovered from the Contractor by other means.
- 2.16.4 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

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

as may be decided by the Competent Authority of BHEL, whose decision shall be final and conclusive.

## **2.17 Cancellation of Contract In Part or Full for Contractor's Default:**

### **If the Contractor :**

- 2.17.1 Makes default in carrying out the work as directed and continues in that state after a reasonable notice from Competent Authority of BHEL, or his authorized representative ;
- 2.17.2 Fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued thereunder;
- 2.17.3 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 Competent Authority of BHEL, 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 Competent Authority of BHEL or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Competent Authority of BHEL, 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.

## **2.19 Special Power to Termination:-**

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Competent Authority of BHEL, 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. The Contractor shall, once in every month, submit to the Contract awarding authority, separately details of his claims for the work done by him up to and including the previous month which are not covered by his Contract agreement in any of the following respects:
- 2.20.2 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 up to and including the period under report.

## **2.21 Payment Of Bills:-**

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

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.

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

## **2.22 Recovery from Contractor:-**

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

## **2.23 Post Technical Audit of Work and Bills:-**

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

## **2.24 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 Competent Authority of BHEL subject to prompt notification by the Contractor.

## **2.25 Signing Of Contract:-**

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly 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.

## **2.26 Statutory Requirements:**

- 2.26.1 All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labor (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.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

- 2.26.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2.26.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.26.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 2.26.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

## **2.27 Registers & Records:-**

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

## **2.28 Remote Transactions:-**

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

## **2.29 Change in Constitution of Firm:-**

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

## **2.30 Lien of Consignments:-**

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

## **2.31 Employer Interests:-**

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

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)

## **SAFETY CONDITIONS**

### **1 VEHICLES**

#### **1.1 General**

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

#### **1.2 Handling of Vehicles inside BHEL Trichy**

- 1.2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.
- 1.2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 1.2.3 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.
- 1.2.4 The driving should be kept in the left at all places.
- 1.2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 1.2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 1.2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 1.2.8 There must be a safe distance behind another moving truck.
- 1.2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

#### **1.3 Shipping**

- 1.3.1 Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- 1.3.2 Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 1.3.3 The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- 1.3.4 The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- 1.3.5 The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)




- 1.3.6 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.
- 1.3.7 There must be minimum two fastening and it should be more in case of lengthier loads.
- 1.3.8 The loose pieces should be bundled before loading on the truck.
- 1.3.9 There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 1.3.10 The materials should not be stacked too high to avoid hitting against live electric lines.
- 1.3.11 While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
- 1.3.12 While loading/unloading proper slinging practice should be followed.
- 1.3.13 The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
- 1.3.14 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

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

1.0 Purpose : To ensure safety in transporting materials through LCV, HCV/Lorry Taurus & Trailers.

2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL

3.0 Responsibility : Competent Authority in Logistics

4.0 Performance criteria : Accident/Damage Record

5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6  
Central Motor Vehicles Act and Rules  
All India Transport Contract given by BHEL.  
Record of Hazard and Risk

6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid 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 19 61 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Lorry Owner / Transporter
16	Review of accidents/damages to materials	CCC/Logistics

Date:  
Place:

Signature of the applicant with seal  
(Authorized Signatory)