



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620 014.
Phone : 0431 – 2571579, 1519

E.mail : aitrc@bheltry.co.in
Website : www.bhel.com

WORKS CONTRACTS MANAGEMENT

Tender No: WCM / 16-17 / 4050E

dt: 01.11.2016

NOTICE INVITING TENDER (NIT)

Sealed Tenders are hereby invited from experienced, reliable, resourceful, financially sound Transport Carriers having a fleet of vehicles of their own and network of Branches for Collection, Storage, transportation and Safe Delivery of **Smalls & Part Load consignments** (weighing up to 5000 kg) for Spares, Valves & FB Dept. requirements of BHEL Trichy.

The bidders are advised to go through the terms & conditions and tender schedules enclosed carefully before submitting their quotations.

The bidders may contact Sr. Engineer / WCM (0431 - 2571579 / 1519), M/s Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, e-mail: aitrc@bheltry.co.in / krishnasamad@bheltry.co.in for any clarification required in this regard.

The tender enquiry comprises the following documents:-

(1) Covering letter of NIT - WCM / 16-17 / 4050E

(2) Techno Commercial Bid

- | | | |
|--|---|--------------|
| (a) Special Instructions | - | Annexure-I |
| (b) Special Conditions of the Contract | - | Annexure-II |
| (c) General Terms & Conditions of Contract | - | Annexure-III |
| (d) Safety Conditions | - | Annexure-IV |
| (e) Operational Control Procedures (OCP) | - | Annexure-V |
| (f) Techno Commercial Bid | - | Annexure-VI |

(3) Price Bid

- | | | |
|---------------|---|--------------|
| (a) Price Bid | - | Annexure-VII |
|---------------|---|--------------|

The bid shall be submitted in two parts namely (1) Techno Commercial Bid and (2) Price Bid

If there is any deviation in the Techno Commercial Bid or Price Bid, shall be indicated in the techno-commercial bid itself. Any unfavourable deviations found in the price bid will be rejected.

The bid shall be submitted duly enclosing the Earnest Money Deposit (EMD) of ₹ 4,40,000/- (Rupees Four Lakhs Forty Thousand Only) by way of Demand Draft in favour of Bharat Heavy Electricals Limited, Trichy payable at Trichy.

This is only request for an Offer and not Contract.

for Bharat Heavy Electricals Ltd., Trichy.

(Venkatesh E)
SM / WCM

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

Page 1 of 31

SPECIAL INSTRUCTIONS

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

01. PROCEDURE TO SUBMIT OFFERS / TENDERS

Sealed tenders in the BHEL's proforma enclosed shall be submitted in the following manner:

1.1 The bids shall be submitted in two parts namely (i) Techno- Commercial Bid (ii) Price Bid.

1.2 Techno - Commercial Bid

1.2.1 Techno Commercial Bid consists of the following documents and the same shall be duly signed & stamped by the bidder in all the pages and submitted in full in token of the acceptance of the same.

- 1.2.1.1 Annexure-I : Special Instructions
- 1.2.1.2 Annexure-II : Special Conditions of the Contract
- 1.2.1.3 Annexure-III : General Terms & Conditions of Contract
- 1.2.1.4 Annexure-IV : Safety Conditions
- 1.2.1.5 Annexure-V : Operational Control Procedures
- 1.2.1.6 Annexure-VI : Techno Commercial Bid in the proforma duly furnished all the details & documents asked

1.2.2 The photo copies of all the supporting documents enclosed shall duly **SELF attested** by the Bidder concerned.

1.2.3 All the required documents shall be filed in the same serial as per the format/column of the "Techno Commercial Bid". **All the pages shall be serially numbered on the right hand side top corner.**

1.2.4 All the above documents shall be kept in a sealed cover super scribing name of the bidder and "TECHNO COMMERCIAL BID", Ref. Tender No. WCM / 16-17 / 4050E Dt. 01.11.2016.

1.3 Price Bid

1.3.1 The price bid shall be kept in a separate sealed covers super scribing the cover "PRICE BID FOR TENDER NO. WCM / 16-17 / 4050E Dt. 01.11.2016.

1.4 EMD

1.4.1 The EMD shall be kept in a separate sealed covers super scribing the cover "EMD FOR TENDER NO. WCM / 16-17 / 4050E Dt. 01.11.2016.

1.5 Submission of Price bid & Techno Commercial bid

1.5.1 Totally there will be separate 3 sealed covers viz., (i) EMD Cover, (ii) Techno-Commercial Bid Cover & (iii) Price Bid Cover. These 3 covers shall be placed in a common **single strong cover**, seal it and affix seal on the cover and address the same to SDGM / WCM, 1st Floor, Bldg.No.53 (R&D Building), M/s.Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, duly super scribing Tender No., due date and time of opening.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2 TENDER DUE DATE

- 2.1 Last date/time for receipt of tender
 - 2.1.1 The completed tenders shall reach on or before **10:30 Hrs. on 26.11.2016**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.
- 2.2 Last date/time for opening of tender
 - 2.2.1 Sealed covers so received will be opened at 1st Floor, Bldg.No.53 (R&D Building), in BHEL, Tiruchirappalli on the same day i.e., on **26.11.2016 at 10:35 Hrs.** in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
 - 2.2.2 The Techno Commercial bids only will be opened
- 2.3 Witnessing the tender opening
 - 2.3.1 The representative of the Bidder may choose to witness the tender opening have to produce the Authorization Letter, as per the **enclosed proforma**, before opening of the tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the tender. Only one representative from one bidder will be allowed to participate in the tender opening.

3 QUOTING

- 3.1 Option
 - 3.1.1 **There are two categories in this Tender viz., Category-A – Lorry consignments Category-B – Trailer Consignments. The Bidder may choose to quote any of the Categories or both.**
 - 3.1.2 Each Category has 3 Rate schedules. The Bidders must quote for all the rate schedules in a particular Category along with extra charges as per price bid. In other words, partial quoting within a particular category is not permitted and offers for such category will be rejected.
- 3.2 Quoting best rate and the sanctity of the L1 status.
 - 3.2.1 Quoting the lowest best rate is a must against this Tender. However, transporters are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the tenure of the Contract. During the tenure of the Contract, if any such Transporter who have quoted/accepted the lowest rate, do not place the vehicle on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total tendering process of BHEL. Hence BHEL reserves right to take severe action under Contractual obligations including legal action against those Transporters
- 3.3 Participation
 - 3.3.1 Transporters who have been presently put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office are not eligible to participate in this Tender. If offer submitted by such Carriers will not be considered against this Tender and liable for rejection.
 - 3.3.2 During the Tender Finalization process also if any bidder put under put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office, then the offer of such Carriers will be rejected as per out extant guidelines on suspension of business dealings

Date :
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4 VALIDITY OF OFFERS:

- 4.1 The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of Tender opening. Withdrawal of Tender or increasing the rates during this validity period, leads suitable action a per BHEL procedure.

5 METHOD OF EVALUATION OF PRICES

5.1 Ranking

- 5.1.1 Individual Rate Schedule wise ranking of Bidders will be done.

- 5.1.2 In case of tie in the rates quoted by the bidder, the ranking will be decided based sonority of IBA certificate.

6 QUANTITY, RATE FINALIZATION & DISTRIBUTION OF LOAD

6.1 Tender quantity & Notional Contract Value

- 6.1.1 Since this is a rate Contract, there is no fixed tender quantity.

6.2 Rate Finalization

- 6.2.1 BHEL will finalize the rates through paper price bid opening. Hence tenderers are requested to give their best prizes at the first instant itself.

- 6.2.2 Lowest prices received against BHEL tenders need not be the acceptable to BHEL and in that case BHEL will not consider the same for award of Contract.

- 6.2.3 BHEL would negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

6.3 Load Distribution

- 6.3.1 BHEL requires 5 Carriers for award of Contract for each schedule.

- 6.3.2 BHEL will allot the load through BHEL's VIS (Vendor Information System) Demand System, Individual rate schedule wise, based on the price bid ranking of the Carriers

- 6.3.3 Against a particular demand, if the original allottee is not placing vehicle within the stipulated time, then the same demand will be displayed as "Open Demand" to all the Carriers available in that rate schedule, including the original allottee. For such open demands, allocation will be made on first come first served basis. If the original allottee lifts the same consignment in Open Demand then delay penalty charges is applicable.

- 6.3.4 The L1 Bidder of each rate schedule will be given Five demands in each turn (demand cycle), L2 Bidder will be given Three demands in each turn, L3 Bidder will be given Two demands in each turn, whereas others will get one demand in each turn (demand cycle).**

- 6.3.5 However it may be noted that these additional Four demands for L1, Two demands for L2 & One demand for L3, will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement. The VIS will be suitably made for this purpose. It may be noted that if the additional demands given to L1, L2 & L3 as above are not lifted by them within the time limit given in System, those demands will be automatically goes to "Open Demand" and defaulted L1, L2 & L3 carriers cannot demand these additional loads at any point of time of the demand cycle or beyond.

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6.4 Counter Offer

- 6.4.1 BHEL would counter the L1 rates / negotiated and accepted L1 Rates to other Carriers in the order of their ranking till the required number of Carriers accepts the Counter offer for award of Contract for each application
- 6.4.2 Rate Schedule wise, counter offer will be given.
- 6.4.3 The carrier has to accept the counter offer as a package of freight rate, door collection & door delivery charges. Partial acceptance will not be considered for award of Contract.

7 GENERAL INSTRUCTION

7.1 Quoting & signing the tender

- 7.1.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax & Octroi, in deploying the vehicles during the operation of Transport Contract for two years from the date of award of Contract.
- 7.1.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 7.1.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 7.1.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 7.1.5 The rates shall be quoted only in the schedule attached, both in words and figures. Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct.
- 7.1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc) before submitting their tenders.
- 7.1.7 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 7.1.8 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account)
- 7.1.9 Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- 7.1.10 If a Bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

Date :
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- 7.1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 7.1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of tender priorities. Should any information found to be incorrect subsequently, at any later time, the tender/ Contract shall be rejected / terminated and the EMD / SD shall be forfeited
- 7.1.13 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 7.1.14 The tender schedule shall be deemed to form an integral part of the Contract to be entered into for this work.
- 7.1.15 ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT/COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGENUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

8 CONTRACT AGREEMENT

The successful Bidder whose tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of ₹ 100/- (Rupees One Hundred only). The bidder shall also inform all their branches, the Terms and Conditions of this Contract under intimation to BHEL, Tiruchirapalli-14 to ensure strict compliance with the provisions of the Contract. BHEL's communication / contact point will be the local office at Tiruchirapalli.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s.....
(name of the tenderer)

hereby authorizing (name of the
representative) to participate in the tender opening of BHEL Trichy for TENDER No.:

WCM / 16-17 / 4050E Dt.01.11.2016.

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

(Signature of the representative)

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-II

SPECIAL CONDITIONS OF THE CONTRACT

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

1. TENURE OF CONTRACT

1.1 Tenure

- 1.1.1 The transport Contract is valid for **One Year** from the date of LOI issued by BHEL, Trichy. (Tentatively from 01.01.2017 to 31.12.2017)
- 1.1.2 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.

1.2 Extension of Contract

- 1.2.1 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract

2. LOADING AND UNLOADING

- 2.1 Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency
- 2.2 Normally handling or transshipment is permitted enroute for smalls & part loads. 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.

3. COLLECTION & DELIVERY:

- 3.1 It is the responsibility of the Contractor to collect and deliver the consignment safely to the consignee within the committed delivery/transit time.
- 3.2 Delivery should be made by the Transport Carriers within the expiry of road permit form, otherwise the penalty paid by BHEL shall be recovered from transporter
- 3.3 Road permit form shall be arranged by BHEL within 15 days from the date of lifting (BHEL exit gate pass date) of consignments, failing which BHEL will pay detention charges of ₹ 500/- per day of delay.
- 3.4 Acknowledgement of delivery of the consignment in good condition at the designated destination is to be obtained and submitted to BHEL officials within 10 days of delivery.

Date :
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4. RATE

4.1 The Rates to be finalized are firm throughout the contract period without price variation clause.

4.2 TAXES AND DUTIES

4.2.1 The quoted rates shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except Service Tax & Octroi, and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.

4.2.2 If service Tax is applicable, the same may be paid extra to the Transport Carriers as per Govt. norms.

4.3 OCTROI CHARGES:-

4.3.1 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.

4.3.2 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 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.

4.3.3 In the cases where Octroi is paid by the carrier/consignee/consignor, 3 days grace period shall be given extra against documentary evidence.

5. TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

5.1.1 The transit time is given below:-

Upto 500 km.	: 5 Days
501 to 1500 km.	: 10 Days
Above 1500 km.	: 20 Days

5.1.2 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.

5.1.3 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.

5.1.4 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

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

5.1.6 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.

Date :
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(Authorized Signatory)

5.1.7 **Penalty for Part Loads:** 2 % of freight per Week subject to maximum of 50%

5.1.8 **Waiver of Penalty for delayed delivery**

5.1.8.1 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

6. DETENTION CHARGES AT LOADING / UNLOADING POINTS.

Detention charges shall be paid extra if the vehicles are not loaded / unloaded 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.

6.1 Detention Charges

6.1.1 In the loading point, if the vehicle is not loaded and released on the same day of vehicle reporting (excluding Sunday and Holidays), detention charges will be paid @ **₹ 500/- per Day**.

6.1.2 In the unloading point, if the vehicle is not unloaded and released on the next day of vehicle reporting (excluding Sunday and Holidays), detention charges will be paid @ **₹ 500/- per Day**. If vehicle reached the site and not allowed inside the Site, then the transporter has to inform the same in writing to BHEL / Spares / Comml. within 24 hours on reaching the destination.

6.1.3 For the above two cases, the vehicle has to report before 10.00 a.m. If vehicle reported after 10.00 a.m. then the date of reporting will be considered as next day 10.00 a.m. for detention charges purposes.

6.1.4 Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point.

Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Shipping / Commercial / MM etc.) in case of detention at BHEL.

6.1.5 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, the certification by an Executive not below the rank of DGM of Commercial / end user is required for payment of detention charges.

6.1.6 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from the unloading points / Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

Date :
Place:

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7. DOCUMENTATION:

- 7.1.1 It is the responsibility of the Contractor to collect all the required despatch documents such as Invoice, Sales Tax Forms, Bills, Excise Invoice, Packing List, Delivery challans, Road Permit etc., from the consignor at the time of booking the consignments.
- 7.1.2 For the inward consignments, at the time of reporting to BHEL Security Gates, the Carrier should produce the relevant Challans, Packing Lists, Gate Pass etc., to make entry in the Gates.
- 7.1.3 Like-wise for the outward consignments, while collecting the materials from BHEL Complex to other Destination Points, the carrier should collect relevant Gate Pass, Packing Lists, Invoice etc. for taking out the material.
- 7.1.4 While accepting the consignments for transportation, the Carriers should doubly ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.
- 7.1.5 Any detention of consignment on this account will be the Carriers' responsibility.
- 7.1.6 If a consignment is detained en route by the check-post authorities and penalty, such as advance tax, compound tax etc. is imposed, such penalty will have to be borne by the Carriers. It is also the responsibility of the carrier to get the consignment released from the check post and deliver it in time.
- 7.1.7 The formalities of Excise duty gate Pass for the materials moved shall be adhered to strictly. The duplicate Transporter's copy of Excise Invoice etc., should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the Carrier.
- 7.1.8 The Road Permit collected from the consignor should be handed over to the Consignee without fail.

8. FORCE MAJEURE:

- 8.1.1 If, at any time during the continuance of this contract the performance, in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY , CIVIL COMMOTION, EPIDEMICS, or ACT OF GOD (FLOODS, STORM/CYCLONE, HURRICANE, EARTH QUAKE etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by an Executive not below the rank of DGM of WCM subject to prompt notification by the Contractor.

9. INSURANCE COVERAGE AND CLAIM

9.1 Insurance

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

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

Date :
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9.1.1.1 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.

9.1.1.2 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.

9.2 Damage / Loss

9.2.1 Transporters are liable for the transit damages / shortages / wrong delivery / material mix up and they shall be levied with the charges incurred in making good of the losses.

9.2.2 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 and WCM within a 10 Days of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and / or WCM as applicable).

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

9.2.4 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 / WCM shall process the bills accordingly.

9.3 Open Delivery

9.3.1 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.

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

9.4.1 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 inline with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation. 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 / EMD / SD.

9.5 Accidents

9.5.1 All accidents at any point shall be reported to agency concerned and WCM 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.

9.5.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and WCM for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

9.5.3 In case of any accident / incident of vehicle getting stuck up during transit, the same shall have to be reported to BHEL officials immediately through e-mail / fax / SMS in writing

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.

10. SECURITY DEPOSIT

The successful Tenderers shall furnish Security Deposit in any one of the following modes within 15 days from the date of Letter of Intent. The Security Deposit shall be furnished by the successful Tenderers before commencement of work by them:-

10.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

10.3 Submission of Security Deposit by the Contractors

10.3.1 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.

10.3.2 Balance of the Security Deposit can be submitted by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

10.3.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

10.3.4 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

10.3.5 Note: In case of (a) small value contracts not exceeding ₹ 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

10.4 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

10.4.1 Cash (as permissible under the extant Income Tax Act)

10.4.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

10.4.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

10.4.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

10.4.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 10.4.6 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 10.5 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 10.6 The Security Deposit shall not carry any interest.
- 10.6.1 **EMD of the successful Tenderer will be converted and adjusted against the Security Deposit**
- 10.7 Refund of Security Deposit
- 10.7.1 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.
- 10.7.2 Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.

11. BILLS SUBMISSION PROCEDURE TO BE FOLLOWED BY THE CONTRACTOR FOR FREIGHT PAYMENT

- 11.1 Bill Submission
- 11.1.1 Booking of consignment to be made on the following :-
Paid Basis : Freight payable by BHEL Trichy.
To-Pay Basis : Freight payable by Customer / Supplier / Site
- 11.1.2 **For “to-pay” cases, if payment could not be realized by transporter within 90 days (from date of submission of bill to customer), the matter shall be brought by the transporter to BHEL. BHEL will facilitate for payment realization.**
- 11.1.3 Freight bills should be submitted within a month time after delivery of consignments.
- 11.2 Mode of Payment
- 11.2.1 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 (or as mutually agreed), after receipt of the bill along with consignee’s acknowledgement.
- 11.2.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say one month (or as mutually agreed), after receipt of the bill along with consignee’s acknowledgement.

12. RISK PURCHASE

In the event of any successful Tenderer’s failure to fulfill any of the tender / Contract obligations including non-lifting of consignment/s as per Contract / Agreement BHEL may entrust the job to alternate Transport Carrier and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.

The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

13. ARBITRATION

Any dispute arising out of this Contract shall be referred to the Executive Director, Bharat Heavy Electricals Limited, Tiruchirapally-620014 or his authorised Representative for sole arbitration at Trichy and his decision shall be final and binding on both the parties.

14. JURISDICTION

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

15. OTHERS

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

15.1.2 BHEL has the right to extend or short close the Contract if required.

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

15.1.4 The 1.Special Instructions, 2.Special Conditions of the Contract, 3.General Terms & Conditions 4.Safety Conditions, 5.OCP and shall all be integral part of the Contract.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

GENERAL TERMS & CONDITIONS OF THE CONTRACT

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

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 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.
- 1.2 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 In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 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.
- 1.4 "**The Officer-In charge**" means, the Officer deputed by an Executive not below the rank of DGM of WCM or Logistics, to supervise the work or part of the work.
- 1.5 "**Approved**" and "**Directed**" means, the approval or direction of an Executive not below the rank of DGM of WCM or Logistics or person deputed by him for the particular purposes.
- 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 an Executive not below the rank of DGM of WCM or Logistics authorised to invite tenders and enter into contract for works on behalf of the Company.
- 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.
- 1.8 A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 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.
- 1.10 A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

Date :
Place:

Signature of the Tenderer 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:-

2.1.1 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:-

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

2.3 Octroi and Other Duties:-

2.3.1 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:-

2.4.1 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:-

2.5.1 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.

2.5.2 **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:-

2.6.1 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:-

2.7.1 The security deposit shall not carry any interest.

2.7.2 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.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 2.7.3 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.
- 2.7.4 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
- 2.8 Refund of security deposit:-
- 2.8.1 The Security Deposit mentioned above may be refunded to the Contractor 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:-
- 2.9.1 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:-
- 2.10.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of DGM of WCM or Logistics, to act in his stead.
- 2.10.2 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.
- 2.10.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.
- 2.10.4 The Executive not below the rank of DGM of WCM, shall have full powers and, 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:-
- 2.11.1 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:-
- 2.12.1 The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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

2.13.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of DGM of WCM or Logistics, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

2.14 Laws Governing The Contract:-

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

2.15 Cancellation of Contract for Corrupt Acts:-

2.15.1 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:-

2.15.2 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

2.15.3 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

2.15.4 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:-

2.16.1 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,

2.16.2 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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.16.3 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

2.16.4 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

2.16.5 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.

2.16.6 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 an Executive not below the rank of DGM of WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by an Executive not below the rank of DGM of WCM or Logistics, or the same shall be recovered from the Contractor by other means.

2.16.7 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by an Executive not below the rank of DGM of WCM or Logistics, whose decision shall be final and conclusive.

2.17 Cancellation of Contract in Part or Full for Contractor's Default:

2.17.1 If the contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from an Executive not below the rank of DGM of WCM or Logistics, or his authorised representative ;

2.17.2 If the contractor 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 an Executive not below the rank of DGM of WCM or Logistics, 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 an Executive not below the rank of DGM of WCM or Logistics 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 an Executive not below the rank of DGM of WCM or Logistics, whose decision shall be final and conclusive.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.18 Termination of Contract on Death of Contractor. :-

2.18.1 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:-

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

2.20 Submission of Bills by Contractor:-

2.20.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to an Executive not below the rank of DGM of WCM or Logistics., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

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:-

2.21.1 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.

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

2.22 Recovery from Contractor:-

2.22.1 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:-

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.24 Force Majeure Clause:-

2.24.1 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 an Executive not below the rank of DGM of WCM or Logistics / end user dept. subject to prompt notification by the contractor. Mechanical failure / breakdown of vehicle is not considered under this clause for extension.

2.25 Signing Of Contract:-

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

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 Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

2.26.2 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:-

2.27.1 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.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

2.28 Remote Transactions:-

2.28.1 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:-

2.29.1 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:-

2.30.1 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:-

2.31.1 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.

3 FRAUD PREVENTION POLICY:-

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

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

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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

SAFETY CONDITIONS

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

1 General

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

2. Handling of Vehicles inside BHEL Trichy


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

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

OPERATIONAL CONTROL PROCEDURE

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

 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 : Sr. Manager/WCM/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 licence as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 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	WCM/Logistics

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-VI

TECHNO-COMMERCIAL BID

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

The following information is required for communication for Tender finalization

SL No	Description	Details	
1	Name of the Transport Carrier		
2	Address for Correspondence		
3	Tele Phones		
3.1	Landline	Office	(i) (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)	

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

Important Note:-

- (a) The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.
- (b) All the supporting documents enclosed shall be duly self-attested by the bidder concerned.
- (c) All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.

1. EARNEST MONEY DEPOSIT (EMD)

- 1.1 EMD of ₹ 4,40,000/- (Four Lakh Forty Thousand only) by way of Demand Draft shall be enclosed along with the offer by the Bidders.
- 1.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Bank, preferably Nationalized Banks in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy

2. ESTABLISHMENT OF THE TRANSPORT CARRIER

- 2.1 The company shall be registered the field of Road Transportation. Relevant registration certification copy showing registration number and date of registration to be enclosed.
- 2.2 In case of Single Ownership / Proprietorship establishment, relevant documentary proof such as Auditor's letter / Service Tax Registration / Company Registration documents etc., for proof of Ownership / Proprietorship shall be enclosed
- 2.3 In case of other types of establishment, copy relevant documents as a proof of registration (Certification of Incorporation, Partnership Deed, Demerger Document, as applicable etc. duly signed by competent authorities) shall be enclosed
- 2.4 Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

5 IBA Recommendation

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

6 BRANCH LIST:

- 6.1 Bidder should have minimum **50 branch offices** all over India and the branch list along with the address, contact numbers, etc., shall be enclosed along with Techno-Commercial Bid.
- 6.2 Bidder should have minimum 1 branch offices in each state, except in J&K, Himachal Pradesh, Uttarakhand, Sikkim and all North-Eastern states. The state wise list of branch offices shall be enclosed along with Techno-Commercial Bid

7 MSE VENDORS:-

- 7.1 In cases where the MSE status is based on acknowledgement of valid MSME certificate or Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II /MSME certificate will be deemed as 5 years from the date of acknowledgement, unless it is accompanied by a CA certificate, certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small).
- 7.2 MSE suppliers can avail the intended benefits only if they submit along with their bid, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format as provided below where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

PRICE BID

If there is any deviation in the Techno Commercial Bid or Price Bid, shall be indicated in the techno-commercial bid itself. Any unfavourable deviations found in the price bid will be ignored.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

PRICE BID

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

LORRY CATEGORY

Dimensions up to Length: 6 metres, Width: 2 metres & Height : 2 metres

Description	Distance Slab	Sch No.	Rate in ₹ Per km. per MT (Excluding Service tax & octroi)
Transportation of consignments from BHEL Trichy to Places / Sites / Vendor Works located all over India.	Up to 500 km.	CP01	₹./- Rupees.....only
	501 to 1500 km.	CP02	₹./- Rupees.....only
	Above 1500 km.	CP03	₹./- Rupees.....only

Extra Charges to be quoted by the bidders (this charges will not be considered for ranking of bidders)

Description	Basis	Rate in ₹ (Lump sum) (Excluding Service tax & octroi)
Door collection charges	Per Demand	₹./- Rupees.....only
Door delivery charges	Per Demand	₹./- Rupees.....only

- Minimum chargeable weight is 500kg (0.5 MT) per demand
- Volume consignments shall be charged on the basis of 1 cubic meter = 375 kg for volumetric load. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

PRICE BID

TENDER No.: WCM / 16-17 / 4050E Dt.01.11.2016

TRAILER CATEGORY

Dimensions up to Length: 12.5 metres, Width: 2.5 metres & Height: 2.5 metres

Description	Distance Slab	Sch No.	Rate in ₹ Per km. per MT (Excluding Service tax & octroi)
Transportation of consignments from BHEL Trichy to Places / Sites / Vendor Works located all over India.	Up to 500 km.	CP04	₹./- Rupees.....only
	501 to 1500 km.	CP05	₹./- Rupees.....only
	Above 1500 km.	CP06	₹./- Rupees.....only

Extra Charges to be quoted by the bidders (this charges will not be considered for ranking of bidders)

Description	Basis	Rate in ₹ (Lump sum) (Excluding Service tax & octroi)
Door collection charges	Per Demand	₹./- Rupees.....only
Door delivery charges	Per Demand	₹./- Rupees.....only

- Minimum chargeable weight is 4 MT per demand.
- Volume consignments shall be charged on the basis of 1 cubic meter = 281.6 kg for volumetric load. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.

Date :
Place:

Signature of the Tenderer with seal
(Authorized Signatory)