



**Bharat Heavy Electricals Limited**  
High Pressure Boiler Plant, Tiruverumbur,  
Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518,  
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e.mail: ram raj@bheltry.co.in  
**Materials Management / Manufacturing**  
**Contracts, Claims & Clearance**

**AN**  
**ISO 9001**  
**COMPANY**

No.CCC/MM/Mfg., / S1 / 7 / 3019  
To

DT.03.10.2007

Dear Sirs,

Sub: **Tender** for Collection and Transportation of Steel Materials  
from SAIL Stock Yard Kajamalai/Trichy to BHEL/Trichy Complex  
by Trailer and Lorry - reg.

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Please submit your most competitive offer for the following work and taking care of all the terms & conditions stipulated herein :

- 1) Nature of Work : Collection & Transportation of Steel Materials  
from Sail Stock Yard/Kajamalai to BHEL/Trichy-14
  - 2) Approximate Quantity : (A) BY TRAILER : 1200 MT/per month (appx.)  
(B) BY LORRY : 100 MT/per month (appx.)  
Estimated Tonnage for One Year =15,000 MT
  - 3) Duration of Contract : ONE YEAR from the date of awarding of Contract
  - 4) Earnest Money Deposit : **Rs.1,00,000/- (Rupees One Lakh only)** to be remitted  
in the form of Demand Draft in favour of BHEL/Trichy  
-14 payable at Tiruchirapalli.
- "TENDER SUBMITTED WITHOUT EMD WILL BE REJECTED"**
- 5) Time/Last Date for receipt of Tender : **10.30 AM on 24.10.2007**
  - 6) Time/Date for Opening of Tender : **10.35 A.M. on 24.10.2007**
  - 7) Special Terms & Conditions : The tender is subject to the Tender, Special Conditions and  
General Terms and Conditions enclosed.
  - 8) Remarks:
    - i) The RATE should be furnished only in the enclosed Work Schedule and returned to this office  
duly signed and sealed.
    - ii) The enclosed Terms & Conditions should also be returned to us duly signed and sealed in token  
of your acceptance.
    - iii) The tender should be submitted in Sealed Cover duly superscribing the Tender No.& Date and  
Due Date of Opening of tender.
    - iv) Incomplete and conditional tenders will not be accepted.

Please submit your offer well in time as specified above.  
Thanking you,

Yours faithfully,  
for BHEL

Encl:1. Work/Rate Schedule  
2.Genl.Terms and Conditions  
3. Special Conditions

(R.RAMASWAMY)  
DGM/CCC/MM/Mfg.,

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## **RATE SCHEDULE FOR TENDER NO. S1 / 7 / 3019 DT.03.10.2007**

**Scope of Work: Collection and Transportation of Steel Materials from Sail Stock Yard /Kajamalai to BHEL/Trichy-14 Complex By Lorry / Trailer**

Category of Transportation	Quantity in MTs For One Year (Approximate)	RATE IN RUPEES PER MT
A) By Trailer	14,000	Rs._____per MT (Rupees
B) By Lorry	1,000	Rs._____per MT (Rupees

**“ The rate is inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities is on the account of Contractor. ”**

**Note: BHEL reserves the right to award the contract to more than one Contractor.**

**Also please fill up the following without fail.**

**1. IT PAN (Permanent Account Number) \_\_\_\_\_**

**2. E.mail id**

**3. Local office Address**

**DATE**

**SIGNATURE OF THE TENDERER  
WITH SEAL & FULL ADDRESS**

Materials Management/ Mfg.,  
CONTRACTS, CLAIMS AND CLEARANCE

SPECIAL CONDITIONS TO TENDER NO.S1 / 7 / 3019 Dt. 03.10.2007

BHEL proposes to finalise a contract for the work given below with suitable ROAD transport carrier(s) who are registered with BHEL/Trichy-14 for Lorry and Trailer Category.

**1.SCOPE OF WORK:-**

Collection and Safe Transportation of Steel Raw Materials from M/s Sail Stock Yard,Kajamalai, Tiruchy and to BHEL Complex/Trichy-620 014. Details of Raw Materials are given below.

Angles, Flats, Channels, Beams, Rounds, Plates, Sheets, Coils, GP Sheets, etc.

**2.THE RATES QUOTED WILL BE FIRM DURING THE ENTIRE PERIOD OF THE CONTRACT.**

3.Based on the requirements projected by BHEL, SAIL will release Delivery Order(DO)containing the details of materials allotted for BHEL. Intimation will be given to the carrier/s regarding the material to be collected from SAIL by any of the agencies viz., SAIL; Purchase/Steel/FB; CCC/MM/Mfg., to place the vehicle immediately for transportation of materials within a reasonable time to BHEL complex / Trichy. The carrier/s appointed will be fully responsible for the collection and transportation of the steel materials right from the time of receiving oral/written intimation till delivered safely without damage or loss of weight

Note: The Steel Materials are not covered under Transit Insurance by BHEL. Any Financial implication on account of shortage/damage/loss will be passed on to the transport carriers for necessary recovery.

**4.DISTANCE:**

The approximate distance from Sail Stock Yard/Kajamalai to BHEL / Trichy is 17 Kms.

**5.DURATION OF THE CONTRACT:**

The contract will be for a period of ONE year from the date of awarding of Contract and if necessary, BHEL may extend the period of contract further on mutual consent.

**6.Approximate Quantity to be transported**

By Trailer - 1600 M.Ts./per month

By Lorry - 100 M.Ts./per month -

Note: The Quantum of work indicated in the Contract may vary depending upon the operational requirements. The Contractor(s) shall have no claim whatsoever on BHEL, if no fixed Quantum of work is given to them during the currency of the contract.

7. The contractor will have to work in any or all the shifts during 24 Hours as directed by Stores officials.

8.The quantum of load will vary according to actual allocations by SAIL/our requirements. The anticipated movement of materials is approximately at an average of 100 M.Ts. per day but at times, materials at the rate of 120 M.Ts.per day also will have to be moved at short notice on the same day or at least the next day. The materials are to be cleared within the free period of 7 days normally from the date of the Delivery Order/s. The contractor should be capable of mobilising sufficient number of vehicles (Lorry/Trailer) at short notice and ensure the movement of materials as stated above.

9.The length of the materials to be transported under this contract will be upto 13.5 Mtrs. and the contractor will have to place Lorries/Trailers as are necessary for the transportation, depending on the nature and size of the materials.

i) Lorry Load : Materials of Dimensions: Length 6 Metres x Width 2 Metres.

ii)Trailer Load : Materials beyond any of the above dimensions but upto 13.5 Mx 3.5M (L x B)

10.Materials upto and inclusive of 6 metres x 2 metres(L x B) should be transported by LORRY and beyond these dimensions by TRAILERS. If the carriers transport lorry load materials in Trailer, the freight at the Lorry rate only would be paid. Similarly, TRAILER load materials should not transported by lorry. However, if trailer load materials are brought in lorry, the freight at the lorry rate i.e. for the actual mode of transport only will be paid. If for practical reasons, Lorry load materials could not be

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Signature of the tenderer  
with Seal and Full Address  
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brought by Lorry and if Trailers are necessarily to be deployed for such movement, justification for such a course of action should be recorded and confirmed by an Executive of BHEL. Then only freight bill will be admitted for Trailer load. If the size of the materials is more than the specified length/width as shown above, the freight charges for such material will be paid extra proportionately at either of the rates as may be applicable.

11. Vehicles should be placed in the SAIL YARD sufficiently in advance for loading. The contractor may study the normal time taken for loading at SAIL YARD and unloading at BHEL and acquaint themselves with the prevailing situation before quoting. Under no circumstances, extra charges will be paid to the carriers for the detention of vehicles.

12. In case materials are not available or M/s SAIL are not in a position to make the materials available for transportation as per the DO/s issued by SAIL authorities, the contractor should obtain an endorsement to that effect with dates on the DO/s concerned. A weekly statement showing the progress of clearance of DO/s should be given to RPS and CCC/MM/FB as also to Purchase/Steel in a format with all the details.

13. On completion of the collection of the entire quantity mentioned in the Delivery Order or such quantity as issued by SAIL against each delivery order, the carrier/s should get a suitable endorsement to that effect from the authorities concerned of the stock yard in the Delivery Order and surrender the same to the Executive at Purchase/Steel. This is required for BHEL to monitor the delivery by SAIL and also to seek refund, if any, from SAIL wherever necessary.

14. The contractor must have minimum 2 numbers of Trailers and 2 numbers of Lorries on their own name to carry out the above work. The tenderer/s who do not have vehicles in their names need not quote and the quotations of such tender/s will not be considered. The contractor should also produce the valid RC book for verification or xerox copies of RC books of their own along with the tender. Such vehicles must be available with them under their control for carrying out the work.

15. Loading and unloading of materials will be done by SAIL and BHEL at the respective end.

16. Every load of materials should be delivered through a separate GOODS CONSIGNMENT NOTE issued by the Carrier/s themselves which should contain weight particulars as shown in the Gate Pass/Delivery Chellan of the Steel yard and the type of vehicle and registration number along with the dimensional details of the material involved. On arrival of vehicle at BHEL Complex, each load will be weighed at BHEL weigh-bridge and the actual weight recorded in the consignee copy while furnishing the acknowledgement to the carrier. Payment of freight to the carriers will be made against acknowledged consignee copy of the GC note only and for the actual weight recorded in BHEL Weigh bridge as endorsed by BHEL Stores. The freight bills against this contract can be submitted to Bills Section of Contracts, Claims and Clearance periodically along with the acknowledged consignee copy of the GC Note and the certification issued by the Stores concerned for settlement. Cost towards the shortage /damages, if any, between the weight recorded by the Steel Yards and that recorded by BHEL, will be recovered from the carrier's bills at punitive rates.

17. Time is the essence of this contract and it is the responsibility of the contractor to ensure that the entire quantity covered by a Delivery Order is collected and delivered to BHEL well within the validity of the Delivery Order concerned.

If for any reason, collection is not completed before the validity expires, the carrier should intimate in person to DGM/Purchase(Steel) and DGM/CCC/MM/Mfg., so as to enable them to take up with the authorities concerned for obtaining extension.

18. The tenderers are requested to quote the rate per MT as indicated in the Schedule (and not in Kilometre basis).

19. The tenderers are requested to bear in mind the entire operations involved, the conditions at the loading and unloading points and satisfy themselves before quoting.

DATE

Signature of the tenderer  
with Seal and Full Address

20. The OFFER VALIDITY should be kept valid for minimum 90 days from the date of opening of tender for processing and finalisation of the contract.

21. a) The carrier has to make his own arrangements for placing suitable vehicles for loading.

b) ROLLED PRODUCTS STORES/BHEL/TRICHY IS PROVIDED WITH A ROAD WEIGH -BRIDGE CAPACITY OF 30 M.Ts (30 FEET LONG)/60MT / 40 FEET LONG. Whenever RPS Weigh bridge is out of order, the vehicle will be weighed at SSTP Weigh bridge capacity of 40 MT (40 feet long).

22.The carrier shall strictly comply with the relevant sections of the Contract Labour(Regulation and Abolition) ACT 1970 and the Tamil Nadu Contract Labour Rules 1975 and also assist BHEL to fulfill their (Company's) obligations as stipulated in the ACT.

23.The work covered by this tender/contract should be done under the contractor's direct supervision and should not be sub-contracted at any time. If this is violated, the contract will be terminated without any notice.

24.The contractor should have an experienced supervisor for proper supervision and for receiving instructions, etc. They should have an office/branch at Trichy with telephone facilities to execute the work smoothly and efficiently.

25.In case the successful tenderer is new to BHEL, the contract will be initially awarded on a trial basis for a period of Three months and will be extended further only on satisfactory performance.

26. BHEL will not be responsible for any delay/damage/loss in postal transmission, of either the tender enquiry or of the completed tender. This tender schedule is not transferable. This tender schedule and also the BHEL General Conditions of Contract herein attached will form a part of the Contract to be entered into.

27. Any damage to BHEL materials due to rough or faulty handling by the contractors' men/vehicles will have to be made good to BHEL by the contractor. Similarly, damage if any caused to BHEL equipment / installation/property or to a third party in the course of operation the same shall be made good by the contractor.

28. All follow-up work on behalf of BHEL, collection of Delivery Orders, giving importance to the collection of materials if any required urgently, placement of suitable number/type of vehicles in good running condition, collection of materials, safe transportation and delivery at BHEL Complex shall be done by the Carrier/s.

**29. SAFETY PRECAUTIONS FOR SAFE TRANSPORTATION:**

a) The transportation shall be done as per Operational Control Procedure –014 of OHSAS.

b) BHEL Security/Safety regulations should be observed when working in BHEL premises.

c) The materials should be transported safely by licensed drivers and without traffic hazards duly observing all prescribed/necessary precautions such as lashing, providing of red flag, light, preventing overhanging beyond permissible limits etc., For failures, if observed when the vehicle is in BHEL premises action will be taken by with-holding a sum of Rs.100/- to Rs.500/- for each violation which may be released only after compliance with the instructions.

**30.PENALTY:**

(A) In case the carrier/s fail/s to collect the materials in spite of their availability with the stock yard by placing requisite number/type of vehicles in time as required by the Stock yard officials, BHEL will be at liberty to levy a penalty for the quantity thus allowed to lapse owing to the carrier's own failure as stated above at the rate of Rs.100/- per MT without prejudice to such further action as they may deem it necessary to take in terms of the tender and BHEL General Conditions of contract.

(B) The carrier/s should ensure lifting of the entire quantity allotted against a particular Delivery Order. If any part quantity is left out without prior permission of BHEL, the above clause will apply for such left out quantity.

DATE

Signature of the tenderer  
with Seal and Full Address

(C) BHEL shall have the right to get the work done by engaging outside agency/agencies and the extra expenditure incurred on this account shall be recovered from the contractor's bills/Security Deposit.

31. Materials will be loaded only for the carrying capacity of the vehicle as per RC book.

32. TRANSHIPMENT: No transshipment should be made en route by the carriers without prior permission. In case transshipment is made without prior permission, the same will be viewed seriously and suitable action will be initiated against the carriers.

33. This document duly filled in with the rates in the schedules attached herein for Lorry and Trailer as also the details called for herein with entries and duly signed by the Tenderer at the bottom of the each page, with office seal should be sent to the **Dy.General Manager/CCC/MM/Mfg., (Near East Gate) BHEL,HPBP,Trichy-620 014** (in a sealed cover superscribed **"LIMITED TENDER NO.S1/7/3019 to reach not later than 10.30 AM on 24.10.2007**). There should be no addition, alteration, over-writing, scoring out, erasure in the rates quoted and any corrections should be authenticated by the tenderer under his seal and signature. This tender document duly filled in and signed as above should be submitted intact without any portion thereof being removed or mutilated.

34. Tenders will be **opened at 10.35AM** on the same day in the presence of the tenderers who may be present **with due authorization**.

35. The quotation should be accompanied by a **Demand Draft for Rs.1,00,000/- (Rupees One Lakh only)**. Other mode of payment will not be accepted. Quotation without EMD will not be considered.

36. BHEL reserves the right to award the contract to more than one contractor.

DATE

SIGNATURE OF THE TENDERER  
WITH SEAL AND FULL ADDRESS

## SPECIAL CONDITIONS OF CONTRACT - II

- 1) BHEL RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AND SPLIT THE TENDERED QUANTITY AMONG MORE THAN ONE TENDERER AND PLACE ORDERS ACCORDINGLY IN ANY PROPORTION, BASED ON COMMITMENT, REQUIREMENT AND SUPPLIERS' CAPABILITY IN TERMS OF DELIVERY AND QUALITY.
- 2) LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES THE RIGHT NOT TO CONSIDER THE SAME.
- 3) BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L.1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 4) BHEL RESERVES THE RIGHT TO NEGOTIATE THE L.1 RATE.
- 5) BHEL MAY ORDER ON MORE THAN ONE VENDOR AT THE LOWEST ACCEPTABLE PRICE TO BHEL.

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SIGNATURE OF THE TENDERER  
WITH SEAL

## MM/Mfg/CONTRACTS, CLAIMS & CLEARANCE

I. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

II. Security Deposit may be furnished in any one of the following forms:

Cash (as permissible under the Income Tax Act)

Pay Order, Demand Draft in favour of BHEL.

Local cheques of scheduled banks,subject to realization.

Securities available from Post Offices such as National Savings Certificates,Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.

Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.

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

The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Signature of The Tenderer with Seal



## SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

### I. VEHICLES :

Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

The lights on right side(i.e.) over driver's cabin should be in working condition.

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

### II. MOVEMENT OF VEHICLES :

1. The vehicle should not travel at more than 20 kmph in BHEL premises.
2. The driver of the vehicle must possess heavy duty licence and produce on demand by the security staff.
3. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
4. The driving should be kept in the left at all places.
5. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
6. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
7. The vehicle should pass only through approved routes. Short cuts are forbidden.
8. There must be a safe distance behind another moving truck.
9. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### III. SHIPPING :

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used. There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The loose pieces should be bundled before loading on the truck.
8. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
9. The materials should not be stacked too high to avoid hitting against live electric lines.
10. The load should not be over-hanging more than 3 feet from the end of the body.
11. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
12. While loading/unloading proper slinging practice should be followed.
13. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gang-way.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

Date :

Signature of the Tenderer  
with seal & full address

## **CONDITIONS RELATED TO THE WELFARE OF LABOURS**

1. The Minimum Wages as prescribed by the State Government from time to time should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Signature of the Tenderer  
With Seal

Dated :  
Place :

## SAFETY CONDITIONS

### **The Factories Act, 1948:**

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

### **Tamil Nadu Factories Rules, 1950**

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

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

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

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

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

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


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

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

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

Signature of the Tenderer  
With Seal

Dated :  
Place :

 <b>70-938</b>	<b>OCUPATIONAL HEALTH &amp;SAFETY MANAGEMENT SYSTEM</b>	<b>REV. DATE</b>	<b>00 22.1.02</b>
<b>OCP:BMM:014</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>1 of 1</b>

- 1.0 Purpose : To ensure safety in transporting materials through Lorry Trailer, etc.. including **OVER DIMENSIONAL/WEIGHT CONSIGNMENT**
- 2.0 Scope : Transportation of Heavy consignments from BHEL to site and vice versa.
- 3.0 Responsibility : DY. Manager/Stores/CCC.
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6  
Central Motor Vehicles Act and Rules  
All India Transport Contract given by BHEL.  
Record of Hazard and Risk

6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid licence as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material. .	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Stores/CCC/FB

SIGNATURE OF THE TENDERER  
WITH SEAL

BHEL/MM/Mfg/STORES  
GENERAL CONDITIONS OF CONTRACT

1. DEFINITION :-

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

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

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/CCC/MM/MFG.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

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

7.ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

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

9. 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.

10. SECURITY DEPOSIT:- (a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs : 10%

Above Rs.10 lakhs up to Rs.50 Lakhs : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs

Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

(b) Security Deposit may be furnished in any one of the following forms:

Cash (as permissible under the Income Tax Act)

Pay Order, Demand Draft in favour of BHEL.

Local cheques of scheduled banks, subject to realization.

Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.

Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.

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

The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl.No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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

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

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising 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.

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

12. CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the DGM/CCC/MM/MFG., to act in his stead.

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

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

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

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

14. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CCC/MM/MFG., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further th

e contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

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

If the Contractor shall :-

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

OR

(ii) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

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

**18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-**

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

If the Contractor,

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

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

OR

b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

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

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

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

**19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-**

If the Contractor :

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from DGM/CCC/MM/MFG., or his authorised representative ;

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

c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/CCC/MM/MFG., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by DGM/CCC/MM/Mfg or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM/CCC/MM/MFG., whose decision shall be final and conclusive.

**20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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



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

22.SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the DGM/CCC/MM/MFG., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

23.PAYMENT OF BILLS :- All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the DGM/CCC/MM/MFG.,.

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

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

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

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

28.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the DGM/CCC/MM/MFG., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

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

30.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.

31.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.

32.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.

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

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

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SIGNATURE OF THE TENDERER  
WITH SEAL