

**SPECIAL CONDITIONS – Tender No.S1/8/1002 to S1/8/1012 dt.21.04.2008**

SCOPE OF WORK: COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF OVER DIMENSIONAL CONSIGNMENT BY ROAD FROM THE DESPATCH STATION TO THE DESTINATION SPECIFIED IN THE TENDER.

1) RATE :-

(A) **The Rate is FIRM till completion of the Work.**

(B) The agreed rates are inclusive of all Charges like Hamali Charges, Statistical charges, Goods Tax and Collection Charges etc., However, OCTROI Charges, wherever payable, have to be paid initially by the Contractor which shall be reimbursed on submission of Documentary proof identifying BHEL Consignments.

2)ROUTE, SURVEY, PERMIT ETC. :- It is the responsibility of the Carrier to have made a prior survey of the Route over which the over dimensional consignment has to be transported to ensure the technical feasibility of the consignment to be safely carried over that route and to clear while transporting any temporary obstructions may arise with the permission of the Authorities involved. All expenses incurred in this connection have to be borne by them. If however any damage to Private/Public Property arises in the course of Transportation by the vehicle/consignment, the carrier alone shall be liable for its indemnification.

3) Any other on the way expenses other than "OCTROI" Charges shall be to the Carrier's account. The carrier shall take care of all formalities/clearances from various authorities like Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, Public Works Department, Highways, Forest irrigation, Police, Regional Transport Authorities etc., for speedy transportation. The design weight will be the authorized weight for Freight billing wherever design weights are available(unless of course there is any clerical error).

4) It is the responsibility of the Contractor to provide a pilot vehicle to accompany the loaded trailer at Contractor's Cost. Where BHEL intend to depute an escort (an official of BHEL) for the consignment, he should be allowed to accompany the same team / vehicle up to the destination free of cost.

5) (A) TRANSIT TIME AND PENALTY:- BHEL attaches very great importance to the correct and prompt delivery of the consignments in time and hence delivery should be effected within the agreed transit time.

(B) In case, the consignment is not delivered with in the stipulated transit time a penalty at 2% of the freight per week or part thereof subject to a maximum of 75% of the total freight payable against a particular consignment will be levied on the carrier towards belated delivery. However in deserving cases an official not below the rank of manager of concerned department shall have the authority to waive the penalty on case-to-case basis considering the merit.

6) **Penalty for Non Placement of Trailer:** The Contractor has to place the vehicle in a fully assembled condition with Prime Mover as per the call letter given by Shipping Department / BHEL. In case, the contractor fails to place the same, a penalty of Rs.1000/- per day per axle shall be levied towards delay in placement of trailer. For this purpose, the date of placement of trailer and the free period of 4 days (inclusive of Sunday and Holiday) will be excluded.

e.g., I (a) Date for placement of Trailer in a fully assembled condition  
as per Call letter

: 01.11.2007

No penalty is applicable if the actual date of placement of trailer is on or before 05.11.2007

If not, (say)

Actual Placement of Trailer

: 07.11.2007

Penalty is applicable @ Rs.1,000/- per day per axle for 2 days

i.e. (Date of placement of trailer 1 day + free period 4 days=5 days:7 days minus 5 days =2 days)

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## 7) Payment of Detention Charges at Loading Point:

Before Loading the Drum, BHEL will examine the condition of axles, the vehicle and the Prime Mover and only after ascertaining suitability, the Drum will be loaded. After fulfilling these requirements, if the drum is not loaded, for idling of the axles at the Loading Point, a sum of Rs.1,000/- per day per axle shall be paid after a free period of 4 days (inclusive of Sunday and Holiday). For this purpose, the date of entry of the Trailer at BHEL/Trichy will be excluded.

I (a) Date of entry of vehicle for Loading : 01.11.2007

(b) Date of Loading of Material : 05.11.2007

No detention charge is applicable in this case.

II (a) Date of entry of vehicle for loading : 01.11.2007

(b) Date of Loading : 07.11.2007

Payment is applicable @ Rs.1,000/- per day per axle for 2 days

i.e., (Date of entry at BHEL and free period 4 days = 5 days: 7 days minus 5 days =2 days)

## 8) Payment of Detention Charges at Unloading Point:

Efforts will be taken by BHEL to unload the material at Site immediately without any delay. However, in case of detention of the vehicle at the point of unloading, Detention Charges shall be paid @ Rs.1,500/- per day per axle. For this purpose, the date of reporting of the Trailer at Site and the free period of 4 days (inclusive of Sunday and Holiday) will be

e.g., I (a) Date of reaching at Site : 01.11.2007

(b) Date of Unloading of Material : 05.11.2007

No detention charge is applicable in this case.

II (a) Date of reaching at Site : 01.11.2007

(b) Date of Unloading : 07.11.2007

Penalty is applicable @ Rs.1,000/- per day per axle for 2 days

i.e., (Date of reaching at Site and free period 4 days = 5 days: 7 days minus 5 days =2 days)

In addition to the daily reporting on the movement of loaded trailer, the Contractor should also give intimation to all concerned six days in advance regarding the expected date of reaching of the vehicle at Site.

9) In case, the Contractor fails to execute the contract, the Drum will be moved through other carrier without reference or ultimatum and the difference in freight extra paid will be debited to the contractor.

10) Bills will be submitted immediately after safe delivery of the consignments and obtaining clear acknowledgements from the consignee. There should not be delay in submitting the bills. In any case it should not be more than one month. However, BHEL will not honour such claims after a period of 6 months on expiry of the contract, unless substantiated with valid reasons for delayed submission of the bills. Right to accept such claim is with BHEL.

11) All payments to be made to the transporter shall be by cheques crossed "a/c payee only" within a reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.

12) G.C.Notes issued should bear printed serial number, original GC copy should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the GC notes should not be done and will not be accepted; if not authenticated by consignor. GC notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of GC notes submitted to BHEL or to its customers should be legible.

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13)The contractor should incorporate in the GC the type and registration no. of the vehicle, the description, weight, quantity and dimension of the material and obtain clear acknowledgement on the GC from the consignee with date and their seal. The acknowledged GC note should not be mutilated.

14)The GC notes shall be got countersigned by the consignor at the time of booking of the consignment.

15)Loading and unloading at despatch station and destination (i.e. at sites) BHEL/ Sites will be taken care of by the respective agency. However loading and unloading is to be done at other places due to any reason, will be the responsibility of the carriers and no claim on this account will be entertained by BHEL

16)Lashing and securing of the consignments for transportation will be the responsibility of the contractor. All the safety precautions required in transportation such as lashing, providing of red flags/light, pilot, escort etc. as may be required is the responsibility of the carrier and should be ensured. The necessary supports required for supporting overhanging portion are to be done by the carrier. Any other supporting materials provided by BHEL are to be returned or otherwise the cost of the same will be deducted from the carrier's bills.

17)While accepting the consignments for transportation, the carriers should ensure that necessary documents for check post are collected so that the consignments are not detained en route for want of these documents. Any detention on this account will be the carriers' responsibility. If a consignment is detained en route by the check post authorities due to insufficient documentation or for any other reason and penalty such as advance tax, compound tax etc. is imposed, such payment will have to be borne by the carrier and consignment got released and delivered in time. The carrier should also collect at the time of booking, all the required documents such as, forwarding notes/challans with description of material and value etc. to ensure safe transportation and easy identification at the time of delivery. Duplicate/transporter copy of excise invoice in respect of all excisable items are to be invariably obtained from the consignor and the excise invoice number incorporated in the lorry way bill and surrendered to consignee along with the consignment and acknowledgement to be obtained from the consignee for having received the excise invoice. Otherwise any loss on account of this will be recovered from the carrier. In case such excise invoice is not obtained from the consignor along with the consignment, an endorsement "excise invoice not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.

18)The documents handed over at the booking points and meant to be handed over to the consignee such as iris delivery chellan, invoice, duplicate/transporters copy of excise invoice etc. should be carefully brought and handed over to the consignee along with the materials. Any loss/delay, additional expenditure due to non-observance of the above will be recovered from the carriers.

19) Wherever form.31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of GC itself that the "counter foil/copy of form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the carrier.

20)The contractor shall provide necessary vehicles as specified in the contract for the transportation of consignments. The contractor shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all licences/permits etc. necessary under the rules in force and promptly pay all registration, license or other fees and all taxes payable in respect of the said vehicles. (i.e.) the vehicle shall have valid permits for carrying the load and necessary road permits from the concerned authorities en route shall be obtained by the contractor. The contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL officials the original RC book and driving licence shall be produced for verification.

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21)BHEL prefer their consignments being carried in the contractor's own vehicles with valid permit, insurance etc. In case, any necessity arises to carry in a hired vehicle, the transport carrier shall obtain prior written permission from CCC/FB. CCC/FB reserves the right to grant such permission.

It will be necessary that in case of hired vehicle, the tenderer should produce the agreement entered into between the tenderer and the owner of the vehicle to be used for the transportation.

The agreement shall spell out clearly that the maintenance and running of the vehicle shall be under the sole responsibility of the tenderer and the responsibility of the delivering the consignment in time shall be with the tenderer. The vehicle should not be withdrawn under any circumstances after loading the material till delivering the consignment at destination.

Should any dispute arise in their deal, it would be viewed with disfavour. In any case, the contractor will be solely responsible for the safe delivery of the consignment without prejudice to any other rights or any other remedy to proceed against the contractor.

22)The consignments entrusted to the carriers shall be handled, transported and delivered carefully. for any loss or damage to the consignment, the carrier should fully compensate BHEL promptly. BHEL reserves the right to take appropriate action against the carrier including termination of the contract.

23)Security and safety regulations of BHEL should be observed while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.

24) Any notice, direction or instruction to be given under the Contract shall be in writing and delivered by hand, post, facsimile or e.mail to the Contractor.

25) BHEL shall not be responsible for any consequences arising out of non-intimation of change of address.

26).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.

27)The General and Special conditions of Contract are complementary to each other and where they are conflict, the Special Conditions shall prevail. The tender notice containing various instructions and conditions shall also form a part of the contract.

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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.

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

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

9. COMPLIANCE TO REGULATIONS AND BY-LAWS :- The Contractor shall 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:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,  
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act 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.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

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

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

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

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

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

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

17. CANCELLATION 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.

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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 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.

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with seal & full address

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.

Signature of the Tenderer  
with seal & full address

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.

Signature of the Tenderer  
with seal & full address

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 <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:01 4</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 :

Sl. No.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid 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 departments/ 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

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/FB/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:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,  
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act 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.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

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

Signature of The Tenderer with Seal

## SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

### I. VEHICLES :

1. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
2. The lights on right side(i.e.) over driver's cabin should be in working condition.
3. 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.
4. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be kept in the left at all places.
6. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
7. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
8. The vehicle should pass only through approved routes. Short cuts are forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### III. SHIPPING :

1. Strong side support
2. ts 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 :