

	<p align="center"> Bharat Heavy Electricals Limited High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1518, Fax : 0431 – 2520212 e.mail: ram raj@bheltry.co.in Materials Management / Manufacturing Contracts, Claims & Clearance </p>	<p align="center"> AN ISO 9001 COMPANY </p>
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NOTICE INVITING TENDER

Ref:CCC/MM/Mfg./S1/7/1002

Dt.08.05.2007

To

SUB: TENDER FOR MOVEMENT OF MATERIALS FROM
 BHILAI / DURGAPUR to various Sites
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We are pleased to invite the OFFERS through a Two Part Tender (Technical and Commercial) from the interested Transport Carriers for the movement of materials from our ACF Vendors at BHILAI / DURGAPUR to various Sites as given in the Schedule .

The Commercial Bids will be considered only for those carriers whose technical bids are found suitable.

- 1) TENDER NO : S1 / 7 / 1002
- 2) NATURE OF WORK : Transportation of ACF materials from Bhilai / Durgapur to various Sites as mentioned in the Work Schedule A and B
- 3) Closing TIME / DATE for Receipt of Tender : **10.30 AM ON 18.05.2007**
- 4) TIME/DATE of Opening of tender : **10.35 AM ON 18.05.2007**
- 5) EMD : **Rs. 1,00,000/-**(Rupees One Lakh only) to be submitted in the form of Demand Draft for this sum should be drawn in favour of BHEL/Trichy-14 (Payable at Tiruchirappalli) and the DD should be placed with Technical Bid

TENDER SUBMITTED WITHOUT EMD WILL BE REJECTED

The following Points may be taken note of :

01. The Technical Bid and Commercial Bid (attached separately) should be submitted in separate sealed covers duly indicating the nature of bid on top of the cover.
02. The Demand Draft for EMD should be enclosed along with the Technical Bid.
03. The documents called for should be enclosed in the Technical Bid.
04. The tentative period of the proposed movement is for Two months and is likely to be extended.
05. BHEL reserves the right to reject any Technical Bid not found suitable.

06. Submission of Technical Bid does not automatically ensure the allotment of work.
07. Awarding of Contract will be restricted to number of sources as required by BHEL.
08. Allotment of work depends upon the availability, nature of work and contract schedule.
09. The Commercial Bids of only those who qualify in Technical Bids will be considered.
10. The total quantity estimated for the period of two months is around 1800 MT from Bhilai and Durgapur However, the tonnage indicated may vary depending upon the operational requirements.
11. The details of Sites for which the materials are to be moved are given in the Commercial Bid.
12. This Tender is subject to the following conditions which are attached herewith:
 - (i) Special Terms and Conditions
 - (ii) General Terms and Conditions
 - (iii) Security Deposit Conditions
 - (iv) Operational Control Procedure of BHEL/Trichy for ensuring safety in transporting materials through Lorry, Trailer etc., including Over Dimensional / Weight consignments

Thanking you,

Yours faithfully,
For BHEL/Trichy-14

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

TENDER NO. S1/7/1002**“TECHNICAL BID”**

SI.No.	Category	Details
01	Name of the Carrier	
02	Currently valid IBA Approval	No. Valid Up to
03	Address for Durgapur / Bhilai with e.mail, land line mobile phones the name of Office Incharge with Mobile Number	Durgapur
		Bhilai / Raipur
04	Permanent Account Number	
05	Profit and Loss Account / Audited Balance Sheet for the last 2 years	
06	Details of the Transport Company whether Public Limited, Private or Proprietorship with details of address of Head Office, Name of the Director, e.mail, phone numbers of Office / Residence	
07	Proof of ownership or Tie up or leased for at least One Trailer. A copy of RC book and Leasing Agreement for this trailer should be produced.	
08	Details of Experience with Govt of India Undertaking / Central Govt., State Government / Steel Plants	
09	Acceptance to remit EMD of Rs.1.00 Lakh in the form of Demand Draft drawn in favour of BHEL/Trichy payable at Tiruchirapalli/Tamil Nadu	DD No.
10	Acceptance to supply the required vehicles within 48 hours from the time of receipt of intimation from BHEL./ Vendor	
11	Acceptance for NOT claiming Detention charges for the vehicles at both ends (Loading and Unloading Points)	
12	Acceptance for the Transportation shall be as per the applicable clause of Motor Vehicle Act	

Note: For above SI.No. 2, 5 to 12, please enclose the copies of documents

SIGNATURE OF THE TENDERER
With seal

Place :
Dated

COMMERCIAL BID

WORK / RATE SCHEDULE for TENDER NO. S1/ 7/1002

**SCHEDULE A FOR DESPATCH OF ACF MATERIALS IN TRAILER
FROM DURGAPUR**

Scope of Work: Collection and Transportation of Materials from Vendors' Works at "DURGAPUR" to the following Sites of BHEL.

Destination	Distance	Transit Time Allowed	Estimated Tonnage In MT	Rate per Load of 15 MT
Nalco/Angul Orissa	538 Kms	3 Days	165	Rs._____ (Rupees)
SLPP/Surat Gujarat	1901 Kms	10 Days	330	Rs._____ (Rupees)
Chandrapura	180 Kms	1 Day	125	Rs._____
Chabra	1200 Kms	6 Days	55	Rs._____

Details of Operation of the Contract :

Depending on the readiness of the load, BHEL/ACF Units will give call letters directly to the carriers **through e.mail** for placement of vehicle. The call letter will specify the weight / dimension of the item and also location at which the vehicles are to be placed. Based on this, the carrier has to place the vehicle **within 48 Hours** of the e.mail communication. The Carrier shall transport, deliver the items safely at destination and get the acknowledgement.

- Note :
- 1) Payment will be made at BHEL/Trichy on production of (i) Bill (in triplicate); (ii) Clear and original Acknowledgement obtained from the Consignee on the transporter /Consignee copy of LWB (iii) Certification obtained from the User Department of ACF of BHEL in the format.
 - 2) NO DETENTION charges will be paid for hold up of the vehicle(s) both at loading and unloading points.
 - 3) Transit time allowed shall be excluding of day of loading and day of reaching of the vehicle at Site.
 - 4) The loading will be done by the Vendor
 - 5) Unloading will be arranged by Site
 - 6) The payment shall be made for a minimum of 15 MT per Trailer
 - 7) For a load exceeding 15 MT, the payment will be made proportionately extra.
 - 8) This contract for only for Trailer load and basic dimension of the consignment shall be above :L: 6.5 X W: 2.0 X H: 2.0. If any material is loaded with lesser dimension, specific approval should be obtained from DGM/ACF of BHEL.**
 - 9) The rate quoted will be for the material with dimension up to L 13.5 x W 3.5 x H 3.0 M. Any increase in the Individual DIMENSION such as LENGTH, WIDTH, and HEIGHT of the consignment from L13.5 M x W 3.5 MxH 3.00M will be paid proportionately extra on the BASIC RATE.

SIGNATURE OF THE TENDERER
With seal

Place :
Dated

**SCHEDULE B FOR DESPATCH OF ACF MATERIALS IN TRAILER
FROM BHILAI**

Scope of Work: Collection and Transportation of Materials from Vendors' Works at "BHILAI" to the following Sites of BHEL.

Destination	Distance	Transit Time Allowed	Estimated Tonnage in MT	Rate per Load of 15 MT
Nalco / Angul	446 Km	3 Days	120	Rs._____(Rupees
Chabra/Rajasthan	1050 Km	6 Days	150	Rs._____(Rupees
Suratgarh / Rajasthan	1550 Km	8 Days	155	Rs._____(Rupees
Kota / Rajasthan	948 Km	5 Days	110	Rs._____(Rupees
Amarkantak / Madhya Pradesh	259 Km	3 Days	220	Rs._____(Rupees
SLPP/Surat/Gujarat	1000 Km	5 Days	320	Rs._____(Rupees
Bakreshwar	864 Km	5 Days	20	Rs_____

Details of Operation of the Contract :

Depending on the readiness of the load, BHEL/ACF Units will give call letters directly to the carriers **through e.mail** for placement of vehicle. The call letter will specify the weight / dimension of the item and also location at which the vehicles are to be placed. Based on this, the carrier has to place the vehicle **within 48 Hours** of the e.mail communication. The Carrier shall transport, deliver the items safely at destination and get the acknowledgement.

- Note :
- 1) Payment will be made at BHEL/Trichy on production of (i) Bill (in triplicate); (ii) Clear and original Acknowledgement obtained from the transporter /Consignee on the Consignee copy of LWB (iii) Certification obtained from the User Department of ACF of BHEL in the format.
 - 2) NO DETENTION charges will be paid for hold up of the vehicle(s) both at loading and unloading points.
 - 3) Transit time allowed shall be excluding of day of loading and day of reaching of the vehicle at Site.
 - 4) The loading will be done by the Vendor
 - 5) Unloading will be arranged by Site
 - 6) The payment shall be made for a minimum of 15 MT per Trailer
 - 7) For a load exceeding 15 MT, the payment will be made proportionately extra.
 - 8) This contract for only for Trailer load and basic dimension of the consignment shall be above :L: 6.5 X W: 2.0 X H: 2.0. If any material is loaded with lesser dimension, specific approval should be obtained from DGM/ACF of BHEL.**
 - 9) The rate quoted will be for the material with dimension up to measuring L 13.5 x W 3.5 x H 3.0 M. Any increase in the Individual DIMENSION such as LENGTH, WIDTH, and HEIGHT of the consignment from L 13.5 M x W 3.5 M x H 3.00M will be paid proportionately extra on the BASIC RATE.

SIGNATURE OF THE TENDERER
With seal

Place :
Dated

SPECIAL CONDITIONS OF CONTRACT

Tender No. S1 / 7 / 1002

SCOPE OF WORK: COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS BY TRAILER from Durgapur / Bhilai to the specified sites.

1) This contract for only for Trailer load and basic dimension of the consignment shall be above :L: 6.5 X W: 2.0 X H: 2.0. If any material is loaded with lesser dimension, specific approval should be obtained from DGM/ACF of BHEL.

The rate quoted will be for the material with dimension up to measuring L 13.5 x W 3.5 x H 3.0 M. Any increase in the Individual DIMENSION such as Length, Width and Height of the consignment from L 13.5 M x W 3.5 M x H 3.00M will be paid proportionately extra on the BASIC RATE.

2. RATE:- The quoted rate is Firm till completion of the allotted quantity.

a) The agreed Rates are inclusive of all charges like Hamali charges, Statistical charges, Goods Tax and Collection charges etc.

b) Octroi duty if any to be paid by the carriers on behalf of BHEL, will be reimbursed by BHEL on production of the cash receipt duly identifying BHEL consignments.

3. In regard to the weight of the consignment booked, especially in case of outward despatches, the design weight will be the authorised weight for freight billing.

4. TRANSIT TIME :-

a) BHEL attaches very great importance to the correct and prompt delivery of the consignments and hence delivery should be effected without any delay. The time allowed for transportation is indicated site wise. Delay beyond this schedule will be viewed seriously and action taken accordingly which includes levy of penalty.

5) PENALTY :-

In case the consignment is not delivered within the normal time as described above, a penalty of 2% of the freight per WEEK or part thereof will be levied. For this purpose, the dates of loading & unloading will be excluded.

However in deserving cases, an official of BHEL, not below the rank of DY.GENL.MANAGER of ACF shall have the authority to waive penalty on case to case basis. **In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.**

6.PLACEMENT OF VEHICLES AND PENALTY:- Vehicles as and when demanded by BHEL/VENDOR/SUB-CONTRACTORS/SITES with due prior notice will have to be placed by the carriers. If the contractors do not place Trailers within 48 Hours for lifting of consignments, a penalty of Rs.500/- per day per Trailer (Rupees Five hundred only) for each occasion will be levied.

In addition to this the same will be moved through other un-approved carriers without reference or ultimatum and the difference will be debited to the contractor. Should such instance repeat frequently, it will be viewed seriously.

7. TRANSHIPMENT AND PENALTY:-

(a) BHEL expect their consignments to be transported in the same vehicle without transshipment en route. If transshipment is inevitable en route, the carrier should inform the loading Officials; BHEL/Trichy in advance and obtain permission from BHEL Executives, not below the rank of MANAGER. Authorisation permitting transshipment should be attached along with the freight bill.

b) If consignments are transhipped without prior permission a token penalty of 10% of the freight amount involved will be levied.

c) But when vehicles are chartered with the specific condition of transportation without transshipment en route, it should be ensured as such and no transshipment will be permitted. To this effect suitable endorsement on the Lorry Way Bill shall be made by the consignor at the time of booking.

8. a) In case of doubt regarding freight to be claimed, etc., it must be brought to the notice of the Officials concerned before the vehicle moves out.

b) Freight Bills will be submitted for the consignments immediately after delivery with acknowledgements and there should not be delay.

c) All payments to be made to the transporter shall be by "Crossed Cheques" marked 'A/C Payee only' within a reasonable time, say one month, after receipt of the bill along with consignee's acknowledgement.

10) a) No Demurrage is leviable for the BHEL consignments under any circumstances.

b) No charges will be paid in case of detention of vehicles in loading/unloading.

11. G.C. Notes issued should bear printed serial numbers. Vehicle No. should be indicated in G.C. Notes for all full Trailer load booking. Original GC copy should be produced with acknowledgement of the consignee for billing. Erasing or overwriting, etc., in the G.C. Notes should not be done and will not be accepted ; if not authenticated by consignor. G.C Notes should be good quality paper in reasonable size to enable necessary details being written. Copies of G.C. Notes submitted to BHEL or to its Customers should be legible.

12.a) The Company takes a very serious view of issue of G.C. Notes to the suppliers without taking physical possession of the material and any contravention shall entitle serious repercussions.

b) Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

13. The contractor should incorporate in the G.C. the type and Registration number of the vehicle the description, weight, quantity and dimension of the material and obtain clear acknowledgement on the G.C. from the consignee with date and their seal. If acknowledgement is obtained for the consignment booked in Trailer, as Lorry or Open Truck, the freight at Lorry/Open Truck rate only would be settled. The acknowledged G.C. Note should not be mutilated.

14. More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.

15. G.C. Notes shall be got countersigned by the consignor at the time of booking of the consignment.

16. Loading and unloading at BHEL/Vendors/Sub-Contractors/Sites will be taken care of by the respective agency.

17. 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, etc., as may be required is the responsibility of the carriers and should be ensured.

18.a) While accepting the consignments for transportation, the carriers should ensure that necessary documents for check post are collected so that the consignments are not detained en route for want of these documents.

b) Any detention on this account will be the carrier's responsibility.

c) 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 carriers and consignment got released and delivered in time.

d) The carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with description of material and value etc., to ensure safe transportation and easy identification at the time of delivery.

19) a) Duplicate/Transporter's copy of Excise Invoice in respect of all excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL alongwith the consignment. Otherwise any loss on account of this will be recovered from the carrier. In case Excise Invoice is not obtained from the suppliers alongwith the consignment, an endorsement " EXCISE INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.

b) In case Excise Duty is not applicable, it should be mentioned in the GC Note.

20. Wherever FORM.31 is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "counter foil/copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the carrier which amounts to 25,000/- each as on date.

21. The documents handed over at the booking points and meant to be handed over to the consignee such as Delivery challan, Invoice, Duplicate/Transporters copy of Excise Invoice, 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 debited to the carriers.

22. The contractors shall provide necessary vehicles of suitable size and quantity for the transportation of consignments. Such as machinery, raw materials etc., the contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses / Permits etc., necessary under the rules in force and promptly pay all registration, Licence or the Fees and all Taxes payable in respect of the said vehicles. The contractors shall also appoint and provide at their own cost for each vehicle a Driver, Assistant and other Staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving Licence shall be produced for verification.

23. The consignments entrusted to the carriers shall be handled, transported and delivered carefully. For any loss or damage to the consignment, the carriers should fully compensate BHEL promptly. Frequent cases of such nature will be viewed seriously and BHEL reserves the right to terminate the contract or take other appropriate steps.

24. BHEL prefer their consignments to be carried in the contractors own vehicles. If carried in a hired vehicle, the contractor should ensure that the party is a reputed one running well maintained vehicles and valid permits. 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 BHEL consignments without prejudice to any other rights or any other remedy to proceed against the contractor.

25. Trailer placed should be of adequate bed length to the satisfaction of the indenting Officer to ensure safe transportation of the consignment.

26. Where BHEL intend to depute an escort for certain important consignments, he should be allowed to travel in the vehicle to the destination free of cost.

28. The quantum of work indicated in the contract may vary depending upon the operational requirements. The contractors shall have no claim whatsoever on the company if no fixed quantum of work is given to them during the currency of the contract.

29. The General and Special Condition of Contract are complementary to each other and where they are in conflict, the special conditions shall prevail.

SIGNATURE OF THE TENDERER
With seal

Place :

Dated:

Page 3 of 3

BHEL/CCC/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 SR.MANAGER/STORES/FB to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of SR.MANAGER/STORES/FB, 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 SR.MANAGER/STORES/FB. 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 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 extend 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 SR.MANAGER/STORES (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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR. MANAGER / STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB 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 SR.MANAGER/STORES/FB.

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 SR.MANAGER/STORES/FB 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

Place :
Dated

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:01 4	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

- 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

CONDITIONS RELATED TO REMITTANCE OF SECURITY DEPOSIT
MM/CONTRACTS,CLAIMS & CLEARANCE

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