

# VOLUME - IA

Technical Conditions of Contract (TCC)  
"Hiring of Transportation services" services


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FOR

IOCL Paradip-Standby SRU (525TPD) Train  
project

BHARAT HEAVY ELECTRICALS LIMITED



	<b>Technical Conditions Of Contract (TCC)</b> <b>PROJECT ENGINEERING &amp; SYSTEMS</b> <b>DIVISION</b> <b>HYDERABAD</b>		Ref No: HY/PE&SD/SC- Projects/TCC/2024- 25/Veh/ IOCL-SRU/01	
			Rev. No.	00
<b>COPYRIGHT AND CONFIDENTIAL</b> The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.	<b>TECHNICAL CONDITIONS OF CONTRACT (TCC)</b>  <b>FOR</b> <b>“Hiring of Transportation service” services</b>  <b>FOR</b>  <b>IOCL PARADIP-STANDBY SRU (525TPD) TRAIN PROJECT</b>			
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## Chapter I- Project Information

1.0 Project Details			
1	Customer	:	IOCL, Paradip, Odisha
2	Project Information	:	IOCL Paradip-Standby SRU (525TPD) Train project
3	Location	:	Paradip, Odisha
4	Address Detail	:	IOCL, Paradip, Jagatsinghpur District, Odisha, India
5	Nearest Railway Station	:	Paradip Railway Station
6	Road Approach	:	118KM from Bhubaneswar via Cuttack and NH 53
7	Nearest Air Port	:	Biju Patnaik Airport, Bhubaneswar, Odisha, 125KM
11	Ambient Air Temperature (Average)	:	a) Maximum : 39 <sup>0</sup> C b) Minimum : 16 <sup>0</sup> C
12	Average Relative Humidity	:	71 %
13	Climatic Condition	:	Tropical Climate

**Bidder is advised to visit the project site and appraise himself about the local conditions and infrastructure available in the area for fulfilling their commitments under the contract. BHEL will not admit any claims whatsoever on account of Contractor's non-familiarization of local conditions.**

## Chapter II- Scope of Work

### 2.0 SCOPE OF WORK

**2.2 Transport services for BHEL Personnel round the clock:** Contractor shall provide transport services to BHEL Personnel as specified below:

- 1) Three (3) No of 7 seaters AC vehicle shall be deployed and should have standard tools, first aid kit and stepney.
- 2) Not all the vehicles mentioned shall be engaged at once at the start of the contract. Vehicles shall be engaged progressively as per the directions and instructions of BHEL site engineer.
- 3) One vehicle shall be running up to 100 KM per day approximately and it may vary as per the requirement at site
- 4) The vehicle will be maintained clean both inside & outside on a daily basis.
- 5) The contractor shall pay all applicable taxes and duties.
- 6) In case of vehicle breakdown, an alternative vehicle shall be arranged within four hours.
- 7) Operation hour shall be decided by site representative based on requirement.
- 8) The contractor shall provide, valid registration certificate, insurance, pollution of the vehicle and also the driver should be insured.(valid during the tenure of the contract).
- 9) All expenses towards salary of drivers, repair & maintenance, engine oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by owner of vehicle.
- 10) The drivers so deployed must have valid driving license. Drivers so employed should not be under the influence of liquor or intoxicated during the duty hours.
- 11) Refusal to perform duty by drivers will be treated as non –deployment of the vehicle for that particular day and deduction at the rate of three times as per day rental charges will be recovered.
- 12) In case of misbehavior by the drivers, the contractor has to take immediate action and the decision of BHEL's representative in this regard will be final and binding.
- 13) The driver/contractor representative will meet BHEL's representative regularly to get instruction regarding the deployment of the vehicle.
- 14) Should the vehicle deployed meet with an accident, no claim on account of damage to the vehicle or the persons travelling in such vehicle including the employees of the contractor, drivers, cleaner of the vehicle shall be entertained by the company.
- 15) Should the vehicle deployed by the contractor meet with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall liable to make good such losses in the manner as prescribed by the company.
- 16) The company shall further be entitled to recover the amount so paid by way of compensation under the previously mentioned act or under any other deducting the sum from bill or from any other sum due to him.
- 17) Work Permits, gate pass etc. from customer for inward and outward movement of manpower, machinery and material shall be taken care by the bidder

### **Chapter III-Time Schedule**

#### **5.1 Time Schedule**

##### **5.1.1**

The Transportation /Vehicle services for this project shall be for 6 (Six) months from the date of commencement of Service.

##### **5.1.2**

During the total period of contract, the contractor has deploy three(3) no of vehicles or as required by BHEL.

5.1.3 Overall project schedule for this Project shall be as mutually agreed between BHEL & bidder.

#### **5.2 Commencement of Contract Period**

The date of commencement of contract period shall be within one week of issue of LOI or from date of the mutually agreed date between the bidder and BHEL engineer to start the Service. In case of discrepancy, the decision of BHEL engineer will be final.

#### **5.4 CONTRACT PERIOD**

The contract period for completion of entire work under scope shall be **6 (Six) months** from the —COMMENCEMENT OF CONTRACT PERIOD as specified earlier for completion of the entire work under this package.

#### **Note:**

1. In case of any short supply of service (s) of any item, BHEL reserves the right to get that done at risk & cost of contractor. Actual cost of that service and 5% administrative charges shall be deducted from contractor's respective RA bills.

## **Chapter IV- General**

### **1.0 GENERAL**

- 1.12 The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act, etc. or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
- 1.13 Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
- 1.14 With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Region/BHEL PE&SD shall be final.
- 1.15 Any dispute arising out of this contract shall be within the jurisdiction of the Court of Hyderabad only.
- 1.16 Any addition/ deletion on the scope of work and terms and conditions under this contract shall be implemented based on mutual discussions between the "company" and the "contractor".
- 1.17 Letter of Award No ----- issued by BHEL/PE&SD, Hyderabad (including the enclosures) shall form the integral part of this agreement.
- 1.18 In witness hereof the parties have respectively set their signature in the presence of:

- I. All vehicles/ electrical motors devices shall have to be provision of fire extinguisher/muffler facilities etc.
- II. Contractor shall provide FIRST AID / emergency medical facilities and maintain these facilities throughout the contract period & extension period (if any) as scope of work.



## Chapter V- Termination

### 5 **TERMINATION:**

Notwithstanding anything contained herein the contract may be terminated with due notice of one month on either side.

WITNESS

(with full address)

- 1.
- 2.

Signature of the Contractor

(To be signed by a person holding valid  
Power of Attorney of the Company)

WITNESS

- 1.
- 2.

For and on behalf of  
BHARAT HEAVY ELECTRICALS LIMITED

## **Chapter VI: Obligations of the Contractors**

1.1 The contractor shall fully comply with the following enactments:

- (a) Contract Labour (R & A) Act, 1970 and rules formed therein under Central Rules.
- (b) Minimum Wages Act 1948 (Wage Rates not less than that notified by State Labour Department / Central Labour Dept., / BHEL whichever is higher from time to time).
- (c) Payment of Wages Act.
- (d) ESI Act, 1948
- (e) EPF Act, 1952
- (f) Employees' Compensation Act, 1923.
- (g) Provisions of Factories Act 1948 & Rules thereof
- (h) The inter-state migrant workmen (regulation of employment and conditions of service) Act, 1979
- (i) Payment of Bonus Act, 1965