



# Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruverumbur,  
Tiruchirappalli – 620 014.

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**CONTRACTS, CLAIMS & CLEARANCE / MM/Mfg.,**

**AN  
ISO 9001  
COMPANY**

Tender No : **CCC/MM/Mfg/S1/9/1041**

Dt : **15.10.2009**

Dear Sirs,

Sub : TENDER inviting Price Bid for transportation of 2 Nos Ventury Meters from New Outer Yard / BHEL Trichy-14 to HPCL-Mittal Energy Ltd, Guru Gobind Singh Refinery-unit- 2 & 3, Village Phulokhari, Teshil Talwandi Saboo, Punjab-151301

Please submit your competitive offer for the above-subjected transportation of materials subject to the terms & conditions of this tender and as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

01. NATURE OF WORK : Transportation of **2 Nos. Ventury Meters** from New Outer Yard / BHEL Trichy-14 to HPCL-Mittal Energy Ltd, Guru Gobind Singh Refinery-unit- 2 & 3, Village Phulokhari, Teshil Talwandi Saboo, **Punjab-151301**

## 02. DETAILS OF THE PROJECT, DIMENSIONS, WEIGHT, QTY & APPROX. DESPATCH

SI No	Project	Individual Dimensions L X B X H (meters)	Individual weight (MTs)	Qty (Nos.)	Despatch Schedule
1	Guru Gobind Singh Refinery-unit- 2 (1401)	13.714X 4.608 X 1.908	5.305	1	Immediate
2	Guru Gobind Singh Refinery-unit- 3 (1402)	13.714X 4.608 X 1.908	5.305	1	Immediate

03. DURATION OF CONTRACT : Six Months from the date of award of contract

04. LAST DATE FOR RECEIPT OF TENDER : **10.30 AM ON 30.10.2009.**

05. DATE OF OPENING OF TERMS & CONDITIONS : **10.35 AM ON 30.10.2009**

06. DATE/TIME OF REVERSE AUCTION : The tenderers who have accepted all the tender terms & conditions will be qualified for Reverse Auction. The date / time of reverse auction will be indicated to the qualified tenderers separately.

07. EMD : **Rs.10,000/- (Rupees Ten Thousand only)**  
Demand Draft for this sum should be drawn in favour of Bharat Heavy Electricals Limited /Trichy-14 (Payable at Trichy)

**TENDER WITHOUT EMD WILL BE SUMMARILY REJECTED**

## 08. SPECIAL INSTRUCTIONS:

(a) This Tender is subject to 1.General Terms & Conditions, 2.Special Conditions-I, 3.Special Conditions-II, 4.Welfare conditions, 5.Safety Conditions 6.Safety Precautions and 7.OCP, which are enclosed.

(b) The above documents as given in 08(a) shall be duly signed and stamped in all pages and placed in a separate sealed cover duly **superscripting the cover “TENDER TERMS & CONDITIONS”** and submitted in full in token of the acceptance of the same

- (c) Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" and submitted in a separate sealed cover duly **superscripting in the cover "PRICE BID"**
- (d) The Demand Draft towards **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD"**
- (e) **Totally 3 Separate covers. One cover for the Terms & Conditions, one cover for the Price Bid and one cover for EMD.**
- (f) All the above 3 covers shall be placed in a **Common Sealed Cover** and submitted before the said due date as given above **superscripting the tender No.& Date and Due Date.**
- (g) **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted**
- (h) BELATED and incomplete offers will become liable for rejection.
- (i) BHEL reserves the right to finalize this tender **THROUGH REVERSE AUCTION**
- (j) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Terms & Conditions)

#### **09. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER**

- (a) Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account)
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- (f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

- (j) If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
- (k) If the successful tenderer is new to BHEL, the contract shall be awarded to him initially for a trial period of 6 months and only if the performance during the trial period is satisfactory the contract shall be extended for full term.
- (l) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting these tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- (m) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Terms & Conditions)

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons therefore.

Thanking you,

Yours faithfully  
for Bharat Heavy Electricals Ltd.

(K.Rajendran)  
DGM/CCC/MM/Mfg  
Stores Admin. Block, Near East Gate  
High Pressure Boiler Plant  
Tiruverumbur, Trichy-620014

**PRICE BID**  
**“WORK / RATE SCHEDULE”**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

**Scope of Work:-**Transportation of **2 Nos. Ventury Meters** from New Outer Yard / BHEL Trichy-14 to HPCL-Mittal Energy Ltd, Guru Gobind Singh Refinery-unit- 2 & 3, Village Phulokhari, Teshil Talwandi Saboo, **Punjab-151301**

SL	#Individual Dimensions L X B X H (meters)	Qty (Nos)	# Individual Weight (MTs)	Rate in Rs. Per consignment consist of One Number Ventury Meter
1	13.714X 4.608 X 1.908	02	5.305 each	Rs. _____ /- Rupees _____ _____ only
<b>#Any Marginal increase up to 10% in Physical dimensions and weight should be absorbed in the quoted rate by the Transporter.</b>				

**The rate quoted here should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.**

**EMD**

We forward herewith a Demand Draft No. \_\_\_\_\_ Date \_\_\_\_\_ Drawn from \_\_\_\_\_ (Bank) for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards Earnest Money Deposit in respect of this Tender

**SPECIAL INSTRUCTIONS:-**

- 1) The rates quoted should be **FIRM** through out the currency of the contract.
- 2) The duration of this contract is Six Months from the date of award of contract
- 3) BHEL Reserves the right to finalize this tender through Reverse Auction
- 4) BHEL reserves the right to cancel the tender.
- 5) Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted
- 6) Submission of Commercial offer by electronic media like e.mail, Internet, fax etc. followed by hard copy is acceptable and will be at the sole risk of the tenderer. The offer thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard. (Please refer Clause No.32 of General Terms & Conditions)

Date:  
Place:

Signature of Authorized Signatory  
with seal & full address

**1.GENERAL CONDITIONS OF CONTRACT  
TENDER No. S1/9/1041 Dt. 15.10.2009**

- 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.

Dated :  
Place :

Signature of Authorized Signatory  
with seal & full address

**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 .

**8. 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.

**9. 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	: Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

(b) **Security Deposit should be remitted only in the form of DD in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14**

**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.**

**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.

**10. REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned 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".

Dated :  
Place :

Signature of Authorized Signatory  
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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 SR.MANAGER/STORES/Mfg., or the OFFICER-INCHARGE, to receive instructions.

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

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

**14. PRECAUTIONS AGAINST RISK:-** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize 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 extend as provided in the case of cancellation for default.

Dated :  
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If the Contractor shall :-

(a) 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

(b) 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

(c) 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 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.

Dated :  
Place :

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**19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'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 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 DGM/CCC/MM/MFG., whose decision shall be final and conclusive.

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

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

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

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

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

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

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

Dated :

Place :

Signature of Authorized Signatory  
with seal & full address

- 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. 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.
- 27. 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.
- 28. 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.
- 29. STATUTORY REQUIREMENTS:**
- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
  - (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Dated :  
Place :

Signature of Authorized Signatory  
with seal & full address

- 30. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 31. MOTOR VEHICLE ACT:-** The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.
- 32. REMOTE TRANSACTIONS:-** 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.
- 33. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.
- 34. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 35.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Dated :  
Place :

Signature of Authorized Signatory  
with seal & full address

**2.SPECIAL CONDITIONS-I**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

1. **SCOPE OF WORK:-** Transportation of **2 Nos. Ventury Meters** from New Outer Yard / BHEL Trichy-14 to HPCL-Mittal Energy Ltd, Guru Gobind Singh Refinery-unit- 2 & 3, Village Phulokhari, Teshil Talwandi Saboo, **Punjab-151301**
2. **RATE:-** The Quoted Rate shall be **FIRM** throughout the currency of the Contract.

The agreed Rates are inclusive of all charges like Hamali charges, Statistical charges, Goods tax and collection charges. 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 for the payment thus made. Please Refer Clause 2(e).

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 or they have to coordinate with our Agent en route near check post for effecting the Octroi payment with relevant documentation. The name, and phone no. of the contact person and address have to be collected at the time of booking the consignment and all documentation (such as road permit, sale in transit etc.) shall be complete before leaving the loading premises. Any laps and latches will be the account of transporter.

**3. QUANTUM OF WORK**

The Quantum of Work indicated in the tender may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

**4. TRANSIT TIME AND PENALTY**

- (a) BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay.
- (b) The time for transportation will be calculated based on the guidelines of 100 KMs PER DAY.
- (c) In addition to the normal time allowed as in (b), a grace time of Two days is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded.
- (d) Delay in delivery beyond the above period as described in (b) and (c) will attract a penalty of 2 % of the freight per Week or part thereof for the first week and at the rate of 4% for the second week, 12% for the next two weeks and at 20% for next 2 weeks subject to a maximum of 70% of the total freight payable against a particular consignment over a maximum delay of 6 weeks.

However, in deserving cases an official of BHEL, not below the rank of DGM of concerned department shall have authority to waive the 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.

- (e) Any delay beyond the stipulated time will be viewed seriously. BHEL will monitor the performance of the Carrier on this account and periodical review will be carried out and suitable action will be taken including suspension/foreclosure/termination of contract and de-listing from the existing registration with BHEL.

Place:  
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## **5. PLACEMENT OF VEHICLES AND PENALTY :-**

As per the Indent / Call Letter / Telephone / Fax etc given by Shipping / CCC / any user Agencies of BHEL, with due prior notice the TRAILERS will have to be placed by the Carriers with in 24 Hours for lifting of the subject consignments. If they do not place the vehicle within 24 Hours, a penalty at the rate of Rs.500/- per day, per vehicle for each occasion (Rupees Five hundred only) will be levied. In addition to this, the consignments will be moved through other Carriers without notice or ultimatum and the difference in freight if any will be recovered from the bills of the carrier/carriers who failed to place the vehicle. Should such instance repeat frequently, it would be viewed seriously and suitable action will be initiated. BHEL reserves the right to block load in system pending non placement of vehicle demand in time.

## **6. TRANSHIPMENT AND PENALTY**

- (a) BHEL expect a full load / certified full load consignments to be transported in the same vehicles without transshipment en route. If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT OR CCC/FB in advance and obtain prior permission from BHEL Executives, not below the rank of MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment. The transshipment shall be done in authorized transshipment centres only by deploying crane of suitable capacity and people with technical expertise.
- (b) If consignments are transshipped 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. Even in such cases, if transshipment is carried out without valid reason, such acts will be considered as violation of contract condition.
- (d) Due to urgency or any other reason where a consignment is declared as certified FULL LOAD the Carrier should entertain such consignments. Such certification shall be done by BHEL Officials not below the rank of DY.GENERAL MANAGER of the User Department concerned.

## **7. DEMURRAGE CHARGES FOR BHEL CONSIGNMENTS**

No demurrage / wharfage / ground rent / go down rent is leviable for the BHEL consignments under any circumstances. This condition is applicable when the consignment is booked by sister concern of the transporter or co loader through their LWB or any other LWB This is applicable for all transporters under BHEL Rate Contract irrespective of whether one has entered into One contract or more or when the BHEL consignment is booked by supplier / customer or BHEL or BHEL authorized agency.. No charge will be paid in case of detention of vehicles in loading/ unloading irrespective of the agency for payment of freight. BHEL decision is final while declaring the ownership of the consignment when there is a dispute. Any expenses or implications enroute due to non compliance will be to transporter's account. Non delivery of BHEL consignment is a gross violation of the contract and BHEL will initiate suitable action.

## **8. DOCUMENTATION DETAILS**

In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Excise Duty Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.

Place:  
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## 9. BILLS & PAYMENT

Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. However, BHEL will not honour such claims after a period of six months on expiry of the contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. **Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of Manager of the User Department concerned.**

All payments to be made to the transporter shall be through Electronic Fund Transfer system to the respective transporters' bank account within a reasonable time, say one month, after receipt of the clear bill along with consignee's acknowledgement and required documents with authorization from agencies concerned as per existing procedure / practice.

## 10. INSURANCE COVERAGE AND CLAIM

(a) The agency to make insurance coverage is consignor or consignee as applicable and transport carrier shall ensure the insurance coverage and mark in the Lorry Way Bill

(b) All accidents at any point shall be reported to agency concerned and CCC in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

The transporter after delivery of the consignment shall inform the agency responsible for booking the consignment / CCC / MM /Mfg if any remark is made by the Consignee while delivering the consignment with ref. to damage or loss- total or partial. The transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit , Region or Site and/ or CCC / MM/ Mfg as applicable. Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or CCC / MM/ Mfg as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and CCC / MM/ Mfg for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.. In case, the transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment.

Suitable action including suspension, de-listing or termination of the contract as deemed fit.

## 11. OPEN DELIVERY

In case of any visible damage/ suspected damage in the consignment, the carrier should arrange delivery of the consignment on " OPEN DELIVERY " and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

## 12. GOODS CONSIGNMENT NOTE:-

(a) G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Lorry Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

(b) The Company takes a very serious view of issue of G.Cs., issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL reserves the right to terminate the contract or take appropriate action.

Place:  
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- (c) 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.
- (d) The G.C Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C.Note
- (e) 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.

### **13. COVERING THE CONSIGNMENT WITH TARPAULIN AND LASHING WITH ROPE**

The consignments, entrusted to the Carriers shall be handled, covered with waterproof Tarpaulin to prevent the ingress of water and lashed without damage to consignments, 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 reserve the right to terminate the contract or take other appropriate steps.

Lashing and securing of the consignments for transportation will be the responsibility of the transporter. All the safety precautions required in transportation such as , providing of Red Flags, Lights, etc., as may be required to comply with MV Act is the responsibility of the Carriers and should be ensured.

### **14. LOADING AND UNLOADING**

- (a) **Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency**
- (b) Normally no handling or transshipment is permitted enroute. However, loading and unloading at other intermediate places due to transshipment will be the responsibility of the Carriers and no claim on this account will be entertained by BHEL.

**Handling and transshipment shall be done at the authorized transshipment centre with due permission of BHEL agency concerned. Unauthorized Handling and transshipment will be viewed seriously and severely dealt with.**

### **15. PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION:**

Transporters shall bring along with trailer 2.6 to 3 Mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for 70 feet trailer.

Cost of wood and / or Penalty up to 2% of freight or both shall be levied if the transporters fail to bring the wooden supports. The above condition will be introduced in the contract for all categories to enable easy & fast loading or unloading.

The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of transporter. However, special supports if any over and above the shall be provided by BHEL for ODC.

Place:  
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## **16. ENROUTE DOCUMENTATION AND EXPENSES**

- (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 Carriers' 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. are 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 descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

## **17. ROUTE, SURVEY, PERMIT ETC.**

It is the responsibility of the carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

In respect of ODC consignment, the transport carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of transport carrier. The carrier shall take care of all formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.

The transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification.

The provision of a pilot before the main vehicle would also be at carrier's cost. If small diversion up to 40 KM becomes necessary en route for operational reasons, no extra mileage will be allowed more than the standard distance. In case, the diversion is more than 40 KM, the transporter shall inform before the material is taken out of BHEL premises after loading on the vehicle. However, any diversion is due to unforeseen circumstances, the same has to be informed with proper documentary evidence such as photos, news paper cuttings or notification or any proof acceptable to BHEL. Such freight bills will be passed with administrative approval only for corrective and preventive action if any.

## **18. EXCISE INVOICE**

- (a) Duplicate Transporter 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 along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with 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 and the applicable document shall be collected from the consignor.
- (c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.

Place:  
Date:

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## **19. DOCUMENTS**

- (a) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL/Trichy or to any consignee without any written permission from CCC/FB or stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- (b) 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, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- (c) The transport carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial DGM/CCC/FB by the transport carrier concerned.
- (d) 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 Rs.25,000/- per form as on date.
- (e) The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

## **20. VEHICLE, CREW, MAINTANENCE AND STATUTOTORY REQUIREMENTS.**

The Contractors shall provide suitable vehicles 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 Licences, Permits, TREM Card(wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, Licence or other fees and all Taxes payable in respect of the said vehicles. The transporters shall also appoint and provide at their own cost for each vehicle a driver, assistant and other company staff as may be necessary at loading and unloading points.. If demanded by BHEL Officials, the original RC Book and Driving Licence etc shall be produced for verification.

## **21. HIRING OF VEHICLES**

BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure, that the party is a reputed one, with well maintained vehicles and valid permits. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the transporter will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy to proceed against the Contractor.

## **22. REPORTING OF CONSIGNMENT**

- (a) The Carrier should feed systematic information viz.,GC Note No.& Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of contract (4 days to 20 days,) failing which BHEL reserves the right to stop further loads.
- (b) The carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the transport carrier and view the above as the violation of the contract.

## **23. EMS, SECURITY AND SAFETY REGULATION**

Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, enroute and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of transporter.

Place:

Date:

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## **24. ESCORT FOR CONSIGNMENTS**

Where BHEL intends to depute an escort for certain important consignments, he should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

## **25. WEIGHT OF THE CONSIGNMENTS**

- (a) In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight will be the authorized weight for freight billing wherever design weights are available.
- (b) However if excess weight is noted by the Carriers within Tiruchy Limit, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighing and freight payment
- (c) (c) If the excess weight is found en route by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip must be produced.
- (d) If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of Manager.
- (e) Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis.

## **26. ROUTE AND DISTANCE**

- (a) All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
- (b) Where adoption of longer route becomes necessary :- for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or CCC/MM/Mfg and authorized. The Contractor, in such cases will furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route, if any filling of Diesel etc., alongwith his bills establishing the fact that he has used the longer route, so authorised.
- (c) The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).
- (d) BHEL reserves the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of contract.

## **27. EXCESS CLAIMS**

The movement of consignments includes sizable quantum of materials and components/sub assemblies for which the freight charges will be paid by various BHEL customers to the carriers directly. In such cases also, the carriers under this contract, must claim the freight only at approved rates payable under this contract and any excess claim will be restricted to the approved rates only. BHEL reserves the right to recover extra expenditure or total amount resulting in resubmission of freight as per contract. If the carrier continues to make excess claims, such a conduct will reflect on the performance leading to stopping of loads, suspension and delisting.

## **28. CONFLICT OF INTEREST**

- (a) The Carriers under this contract should agree for freight to be paid by BHEL/Customer at the approved rates and conditions irrespective of the schedules where he is enlisted or not.
- (b) In case of movement of consignment by BHEL on Customer To-Pay basis through BHEL approved carrier/Customer, the transport carrier should not enter into separate contract with the Customer/Vendor. In such cases any violation is brought to the notice of BHEL/Tiruchy-14, the same will be viewed seriously, leading to immediate suspension of the contract with the transport carriers concerned without any notice and eventually termination of the contract as per agreement.
- (c) When a transport contractor enters into a separate contract for transportation of BHEL material with any BHEL Units or the customer of BHEL for a lower rate of respective category of contract rate schedule with BHEL/Trichy in respect of BHEL Tiruchi complex consignments the same lower rate is accountable and applicable to BHEL Tiruchi complex. BHEL reserves the right to avail the discounted rate from the date of operation of the contract with any party anywhere in India with respect to the relevant rate schedule.

Place:

Signature of Authorized Signatory

Date:

with seal & full address

## **29. VEHICLE MONITORING**

Monitoring of BHEL consignment through online web based system by means of GPRS. Monitoring of BHEL consignment should be made through online web based system by means of GPRS from booking till delivery of the consignment.

In case, the System is not made available, BHEL reserves the right to fix the GPRS equipment and deduct the expenses from the freight bill of the carrier. If repeated failures are noticed, a fine of two per cent of freight payment will be deducted from freight bill.

All ODC contract, 70 feet trailer category and consignment for which customer insists GPRS shall be fixed, the transporter shall fix GPRS at his cost till delivery.

## **30. PERFORMANCE MONITORING AND EVALUATION**

The performance of the Transport Carrier under this contract shall be monitored by the respective User Department. Review of such performance will be made by USER DEPARTMENT & CCC/FB. In the event of performance being not satisfactory by any carrier suitable action will be initiated against such carrier which may lead to stopping of loads in shipping /suspension/termination and delisting from the registration.

Performance Evaluation of the Carriers will be done through System based on the following Factors

- (a) Placement of Vehicles in time
- (b) Number of vehicle placed
- (c) Delivery in time
- (d) Delivery with out damage or loss
- (e) Volume of business, weight, freight value of consignment transported.
- (f) Communication and Service
- (g) Rising to the Occasion
- (h) Proper Documentation
- (i) Monitoring and feedback
- (j) Transhipments enroute
- (k) Consignments booked from the locations such as, Out word from Harbour, Shipping–FB, Spares, VOD, SSTP, PC, other units delivery/booking, In word, and Supplier work to site, Steel (JPC items), bought out items-Sub delivery C& F, Raw materials etc - Schedule wise performance

During evaluation, negative marks will be given to Customer's complaints and unauthorised Transhipments and issue or violation reports against transporters.

## **31. THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.**

Place:  
Date:

Signature of Authorized Signatory  
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**3. SPECIAL CONDITIONS - II**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

- 01.** 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.
- 02.** LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES RIGHT NOT TO CONSIDER THE SAME.
- 03.** TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
- 04.** IN CASE NEGOTIATION IS FOUND NECESSARY BHEL RESERVEES THE RIGHT TO RESTRICT / SELECT CONTRACTORS BASED ON THE MERITS FOR THE NEGOTIATIONS.
- 05.** 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.
- 06.** IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
- 07.** SOURCES CONTACTED IN THIS TENDER DOES NOT AUTOMATICALLY QUALIFY FOR CONSIDERATION JUST BECAUSE THEY ARE FOUND TO BE LOWEST IN THE TENDER. BHEL RESERVES THE RIGHT TO REJECT ANY OFFERS WITHOUT ASSIGNING ANY REASON.
- 08.** IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT, WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND BHEL RESERVES THE RIGHT TO INITIATE SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT.
- 09.** BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OTHER TENDER OR ACCEPT OR REJECT ANY PART OF SUCH TENDER WITHOUT ASSIGNING ANY REASONS THEREFOR. THE CONTRACT MAY BE AWARDED TO ONE OR MORE CONTRACTORS, EITHER IN FULL OR PART.

Dated :  
Place :

Signature of Authorized Signatory  
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**4.CONDITIONS RELATED TO THE WELFARE OF LABOURS**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

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.

Date:  
Place:

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**5.SAFETY CONDITIONS**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

**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.

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**6. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS**  
**TENDER No. S1/9/1041 Dt. 15.10.2009**

**I. VEHICLES :**

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

**II. MOVEMENT OF VEHICLES :**

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


**III. SHIPPING :**

01. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
02. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
03. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
04. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
05. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
06. 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.
07. There must be minimum two fastening and it should be more in case of lengthier loads.
08. The loose pieces should be bundled before loading on the truck.
09. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. The load should not be over-hanging more than 3 feet from the end of the body.
12. While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
13. While loading/unloading proper slinging practice should be followed.
14. 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.
15. When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

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OCP Attched.

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**7.OPERATIONAL CONTROL PROCEDURE  
TENDER No. S1/9/1041 Dt. 15.10.2009**

 <b>40, 70 &amp; 80-938</b>	<b>OCUPATIONAL HEALTH &amp;SAFETY MANAGEMENT SYSTEM</b>	<b>REV.</b>	<b>00</b>
		<b>DATE</b>	<b>22.1.02</b>
<b>OCP:BMM:014</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>1 of 1</b>

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

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

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