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CHAPTER-1	
1.1	GENERAL INFORMATION
1.1.1	Punatsangchhu - II Hydroelectric Project Authority (PHPA-II) is setting up 6X170 MW Punatsangchhu - II Hydro Electric Project in Punatsangchhu basin at Kamechu, DagarGewog, Bhutan. The project is located on the right bank of Punatsangchhu river along the Wangdue-Tsirang highway between 20 km and 35 km downstream of Wangdue Bridge. Bharat Heavy Electricals Limited (BHEL) has been awarded Electro Mechanical contract (EM-1 & 2) for this power plant. Execution of the project is in progress. Transportation of major quantity of project materials has already been completed from BHEL MUs i.e. Bhopal, EDN Bangalore & Jhansi to Punatsangchhu-II HEP through Jaigaon - Phuentsholing (Indo- Bhutan Border).
1.1.2	The location & other details of Punatsangchhu - II HEP site is as under: Site Address: 6 X170 MW PUNATSANGCHHU- II HYDRO ELECTRIC PROJECT, BHUTAN The Road network to project site in Bhutan shall be as follows: Phuentsholing - Gedu - Chukha - Bunakha - Damchu- Chuzom - Semtokha- Hongtsho- Dochula -Lamperi - Lumitsawa - Mendrelgang - Mitshina - Wangdue - Rurichhu - Kamechu - Punatsangchhu - II HEP site. The distance between Phuentsholing and Project site is about 250 KM. Further to the information given in this section, Bidders are also advised to visit the project site and collect data on local site conditions before submission of their bid.
1.2	INTENT OF SPECIFICATION
1.2.1	This specification covers the following works: (A) Transportation of all materials as per the attached Annexure - I (A, B & C), II, III & IV from various BHEL MUs (i.e. Bhopal, EDN Bangalore & Jhansi) to Phuentsholing and from Phuentsholing to BHEL MUs Bhopal. (B) Custom clearance of all the export consignments in India & Bhutan at Jaigaon / Phuentsholing Border. (C) Transportation of all the materials as per the attached Annexure - I (A, B & C), II, III & IV from Phuentsholing to Punatsangchhu- II HEP site and Punatsangchhu- II HEP site to Phuentsholing.

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CHAPTER 2	
2.1	SCOPE OF WORK
	BHEL is supplying Electro - Mechanical Equipment for 6 X 170 MW Punatsangchhu- II Hydro Electric Project, Kamechu, Bhutan. All the export Consignments shall be transported from various BHEL MUs i.e. Bhopal, EDN Bangalore & Jhansi to Punatsangchhu- II HEP site after custom clearance at Indo-Bhutan Border at Jaigaon & Phuentsholing. All the consignments may be transported in suitable trucks/mechanical trailer/Taurus etc as per regulations.
	The "Scope of work" shall be on the basis of bidder's seamless responsibility completely covering the obligations, responsibility and work / service covered under this Tender whether implicit or explicit. Bids not covering the entire "Scope of work" shall be treated as incomplete and shall be liable for rejection.
2.1.0	The scope of work will consist of but may not be limited to the following
2.1.1	The scope of work will be
2.1.1.1	Transportation of consignments as per Annexure - I (A,B & C), II & III directly from BHEL-MU to Punatsangchhu- II HEP site and transportation of consignment as per Annex-IV from Punatsangchhu- II HEP, Bhutan to BHEL-Bhopal including clearances of custom at Indo-Bhutan Border.
2.1.2	CUSTOM CLEARANCE : Custom clearance at Indo-Bhutan Border to be carried out by transporter through reputed CHA, who has experience in handling engineering goods, aware of custom procedures and familiar with clearance under project Imports / Exports for custom clearance of export items as per Annexure - I (A, B & C), II, III & IV. Complete customs activity at the entry point of Indo - Bhutan border will have to be done in advance by the transporter so that the truck / trailers carrying cargo are not detained anywhere. The detention of truck / trailers is not payable at this point. The Following documents shall have to be arranged by the transporter: A. Copy of shipping bill/ Bill of export (bearing Tax Invoice No./ Delivery challan No. and Tax invoice value/ delivery challan value.) B. Receipt of material from PHPA-II Customer, Bhutan site. C. Receipted Lorry Receipt (LR).
2.1.3	BHEL will arrange all the documents required for custom clearance like invoice, packing list etc. The Contractor will have to collect the export documents like invoice & packing list from respective BHEL MUs office and file the same with Jaigaon & Phuentsholing customs. The Contractor will also be responsible for permissions and necessary co-ordination with respective BHEL MUs for examination/ endorsement by Local Excise and sealing for export if required. Excise clearance will be done by the respective BHEL MUs.
2.1.4	The Contractor has to ensure that the consignments have to be custom cleared at Indo- Bhutan Border within permissible time presently 90 days from the date of Excise Invoice copy of the respective consignments.
2.1.5	Contractor will also complete all vehicle /trailer /Puller related custom formalities, if any at their own cost.
2.1.6	The other activities at Indo-Bhutan border include: (a) Endorsements from customer of any form required for customs clearance at Jaigaon - Phuentsholing border.

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	(b) Collection of duty, VAT, AIT, DSC from customer and payment to customs if any. (c) Collection of D.O. from the shipping / transport company, if required. (d) All Customs Clearing activities from Indian & Bhutan customs. (e) Co-ordination with site in-charge for receipt of material. (f) Endorsement of original Delivery Challan/ export invoice and other documents by customs.
2.1.7	The Contractor has to submit custom endorsed documents / Shipping Bill for Export to the concerned BHEL MU within 15 days of the custom clearance of the consignments. In case of default or attracting penalty from customs and central excise office, the same will be attributable to the contractor and the amount is to be recovered from the contractor's bill.
2.1.8	Compliance of statutory & other related implications will be to the Bidder's account. The Contractor will have to follow all local Transportation and other rules/ acts in India and in Bhutan in transporting the cargo without any liability to BHEL and indemnify BHEL towards any mishap/claims while undertaking the work.
2.1.9	Preliminary route survey from BHEL MUs i.e. Bhopal, EDN Bangalore & Jhansi to Punatsangchhu- II HEP project site shall be carried out by the contractor at his own cost.
2.1.10	No civil works on the route inside Bhutan i.e. between Phuentsholing to Punatsangchhu- II HEP site is envisaged. Minor civil work if encountered during actual transportation may have to be carried out by the bidder. The bidder shall take care of any work as required in the route inside India with their quoted rates.
2.1.11	The Contractor will be responsible for arranging appropriate vehicles - Trucks/ mechanical trailers/ Taurus / hydraulic trailers to carry the expected consignments to be loaded at Bhopal/ EDN Bangalore / Jhansi/ Punatsangchhu- II HEP site. The vehicle to be used for overseas land transportation will be as per permission and laws in Bhutan. Transporter will also ensure proper securing/ lashing of cargo on Trucks/ Trailers and safe Transportation till the destination.
2.1.12	The Contractor will be responsible for all necessary permission for driver/ person to visit Phuentsholing, Punatsangchhu- II HEP site in Bhutan and road transportation permit by Road Safety and Transport Authority for the transportation of project cargo to the site.
2.1.13	Transporter to have their requisite facility at Indo - Bhutan border for temporary storage of cargo along with suitable facilities to unload and load the cargo. The storage is envisaged with a view to following situations: -Time required for custom clearance -Transshipment from Indian vehicle to Bhutanese vehicle (if required) - Road conditions from time to time.
2.1.14	Ensure appropriate preservation & maintenance including packing / repacking etc of consignments, as required, during transit, transshipment etc. for all consignments, as per BHEL guidelines till receipt of those items at site. Bidder shall follow all instructions of BHEL's Site Engineers in this regard.
2.1.15	Transfer/Transshipment of the items during loading/unloading on to / from the trailer, properly placing/ holding/ tying/ fastening/ lashing/ securing the consignment on the Trailer including arranging material for tying/ fastening/ lashing/ securing shall be in Bidder's scope wherever required. The Contractor shall be responsible for safe

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	transshipment of consignments from the Indian Registration Truck/ Trailers to Bhutan Truck/ Trailers using appropriate cranes/ equipment.
2.1.16	The Contractor shall be responsible for registration of the contract with the Bhutan Authorities for all types of taxes to be paid by the transporter for the work done by them/ agents in Bhutan.
2.1.17	The Contractor shall be responsible for getting endorsements on the relevant documents from relevant authorities, including BHEL Site representatives, upon delivery of the cargo is to be obtained. The consignments are to be delivered at the designated place at site.
2.1.18	Arrange suitable Security/ Escort/ Watch and Ward in adequate numbers en-route from starting point to the destination point at Punatsangchhu- II HEP site.
2.1.19	BHEL representative reserves the right for inspection of any or all operation during transportation, loading/ unloading/ transshipment/ storage/ preservation/ packing /repacking/lifting/shifting etc. and the Contractor will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
2.1.20	It is the responsibility of the transporter to obtain all required clearances / permit from all governmental / non-governmental authorities e.g. NHAI, PWD/CPWD, State Electricity Board, Railways, Communication Department, P&T, Traffic, Police Department or any other authority, including private parties / persons/ organizations in India & in Bhutan for transportation of all the consignments through identified inland road transport en-route at appropriate time and carry out the transportation under intimation to BHEL. No transportation of equipment shall be undertaken by contractor without getting proper clearance from the concerned authorities. No delay in transportation in connection with obtaining above clearances shall be entertained by BHEL.
2.1.21	Arrangement for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment till delivery at site shall be in transporter's scope.
2.1.22	The transporter shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading and unloading of the cargo. During transshipment he shall provide all packing and lashing at his own cost.
2.1.23	Finalise and adhere to the entire transportation schedule so as to meet the project schedule requirement.
2.1.24	In case of any damage/disruption to the consignments en-route, the Contractor will ensure appropriate action for retrieval / recovery.
2.1.25	Coordinate damage assessment / certification, reporting, lodging First Information Report (FIR) with local governmental authorities in India & in Bhutan, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
2.1.26	In case of accident the transporter or his authorized representative shall arrange to submit the following: (i). A copy of FIR lodged in police station of area concerned. (ii). RC Copy of Vehicle (iii). Driving License of Driver

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	(iv). Damage certificate as ANNEXURE-VI
2.1.27	The approximate weight is enclosed as Annexure - I (A, B & C), II, III & IV. Please note that the weights given in Annexures are indicative and for guidance to the bidder. The actual weight may vary up to +/-30% and shall be known at an appropriate stage from BHEL. Transportation charge of consignment will be paid on actual weight as mentioned in weight bridge slip/packing list. Transportation charge of additional materials (if any) shall be paid on rate as per contract.
2.1.28	Transporters shall ensure that the consignments are tracked continuously and a daily position of the consignment is provided to BHEL.
2.1.29	Priority of dispatch from BHEL-MUs shall be decided by concerned Manufacturing Units unless instructed otherwise by BHEL: PSER.
2.1.30	Contractor shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size.
2.1.31	T&Ps and trailers to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government /road transport authorities for the proposed use.
2.1.32	Contractor shall ensure that all the consignments are properly lashed / bedded /secured during handling, storage, loading and transportation. Contractor shall not be relieved from any responsibility thereof. The representative of BHEL shall have the right to stop Contractor in case of unsafe operations or for such operation which may lead to unsafe operation.
2.1.33	Contractor shall arrange and complete the cargo's examination whenever required. It shall be the endeavour of Contractor to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, under the supervision of BHEL or their authorized representative, and the same shall be in Contractor's scope of work.
2.1.34	Contractor shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo.
2.1.35	Contractor will work round the clock at the storage / en-route or anywhere, as required. Contractor shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
2.1.36	Contractor shall take receipt for safe delivery of consignment from BHEL or their authorized representative at Punatsangchhu- II HEP site/ MU.
2.1.37	The cost of liaison and coordination with all concerned authorities will be to Contractor's account at no additional cost to BHEL.
2.1.38	Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
2.1.39	Contractor shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point till safe delivery at Punatsangchhu- II HEP site/MU and taking over by BHEL or their authorized representative present there. Contractor should ensure safe custody of materials during transportation and storage, if any, en-route from Starting point to Destination point. However, Project Insurance will be taken by BHEL for the entire cargo. If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper

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	security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
2.1.40	All necessary statutory, legal and safety requirements should be complied by the Contractor and the Contractor shall indemnify BHEL and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government of India, Bhutan or any of the State Governments.
2.1.41	Contractor shall use every reasonable means to prevent any of the highways, bridges, or any public/private utility etc. traversed in connection with or on the routes to Punatsangchhu- II HEP site from being damaged or injured by any of their trailers / trucks and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges etc. For any damage caused by the breach thereof, the Contractor shall be solely responsible.
2.1.42	Contractor shall depute at least one competent person with all communication aids (e.g. mobile, fax, e-mail etc.) at the following places: various BHEL MUs i.e. Bhopal, EDN Bangalore & Jhansi, Warehouse, Storage location in site, to ensure proper coordination of logistics for the entire duration of the Contract.
2.1.43	No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities which may cause delay in transportation. In the event of such occurrence, Contractor shall be responsible for any penalties levied and shall pay from their own account.
2.1.44	Contractor should be well informed about the procedural and documents requirement for such works.
2.1.45	Contractor to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road.
2.1.46	Wherever 'Trailer' is mentioned in this section of scope of work, it shall mean suitable Mechanical Trailer/Truck/ Multi axle vehicle/open body trailer etc. of adequate capacity.
2.1.47	Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/trailer/truck/any other equipment required for execution of the job.
2.1.48	Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
2.2	INPUTS FROM BHEL/CUSTOMER
2.2.1	Inputs like technical & other details of the consignment, storage /preservation instructions, Instructions on transportation, authority letters for release of statutory clearance etc., dispatch schedules, dispatch clearances.
2.2.2	Drawings for Heavy lift packages giving lifting details & location of centre of gravity, if required.
2.2.3	Loading of Consignments at BHEL Bhopal, EDN Bangalore & Jhansi Works & unloading at Punatsanghchhu-II site and vice versa will be in BHEL's scope of work.

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CHAPTER 3	
3.1	PRICE SCHEDULE Bidder shall quote price in the format enclosed as “VOLUME - III” for the scope of work specified in this document. Price to be quoted in INR.
3.2	TERMINAL POINTS It will be the seamless responsibility of bidder to act as single point agency for complete scope of work whether implicit or explicit. Bidder shall remain responsible and liable for all the services and work after the cargo is lifted from the starting point till material is delivered at destination point.
3.3	PAYMENT TERMS
3.3.1	90% of the corresponding amount against activities mentioned in sl. No. 3.3.4 along with 100% taxes & duties (if applicable) shall be released on completion of respective item wise activities on pro-rata basis as per Billing Schedule approved by BHEL.
3.3.2	5% of the Contract Price will be released after completion of work under this Contract after settlement of all pending issues.
3.3.3	Balance 5% of the Contract Price will be released after completion of guarantee period or at the start of guarantee period against BG of equivalent amount valid till guarantee period.
3.3.4	Gross Payment on 100% basis will be regulated in the following manner:
3.3.4.1	For transportation of consignments as per Annexure - I (A,B & C), II, III & IV
3.3.4.1.1	Freight bill shall be payable on delivery of consignments at site/ destination and after 60 days from submission of appropriate Invoice with all supporting documents (as applicable): 1. Acknowledged Consignment Note / LR /GR 2. Supplier's Tax Invoice 3. Dispatch Advice Note 4. Packing List 5. Shipping Bill for Export (India Customs Document) 6. Import Declaration for Imports (Bhutan Customs Document) In case of partial dispatch of materials from any invoice, 80% payment will be made after delivery of complete consignment on submission of Delivery Challan & Letter of Undertaking. Balance 20% payment will be made after submission of Shipping Bill for Export & Import Declaration for Imports.
3.3.5	Note:
3.3.5.1	Payment will be made in Indian Rupees which is the currency of the Contract.
3.3.5.2	Payment will be subject to any recovery to be made from the Contractor.
3.3.5.3	Any income tax liability of the Contractor at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with Law shall be furnished to the Contractor at his written request to BHEL.
3.3.5.4	All Progressive payment will be processed on certification of bills by BHEL-Punatsangchhu- II HEP site for completion of respective jobs. Payment shall be

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	made from Punatsangchhu-II HEP site.
3.3.5.5	Payment for a particular consignment, reached at Site/MU, will not be released until and unless the damage / shortage certificate, if any occurs in that consignment, is not received by BHEL.
3.3.5.6	Weight as per actual weighbridge of BHEL MU shall preferably be provided; otherwise the weight mentioned in the packing list will be taken.
3.4	INSURANCE Insurance for all consignments will be covered in open marine policy maintained at BHEL Corporate Insurance Cell OR BHEL will have Comprehensive Marine Cum Storage Cum Erection insurance policy for the total Project. However, Bidder shall take at his own cost Third party insurance and suitable insurance policy for his own men and material. Please note that these insurance policies shall be taken in consultation with the BHEL, and a copy of the insurance policy shall have to be furnished to BHEL within 30 days of the date of Notification of Award. For all the insurance policies (whether taken by the BHEL or Bidder), the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the BHEL.
3.5	SECURITY DEPOSIT / PERFORMANCE BOND
3.5.1	SECURITY DEPOSIT shall be as per GCC .
3.5.2	PERFORMANCE BOND : Not Applicable
3.6	EFFECTIVE DATE Effective date of the Contract shall be date of LOI
3.7	TIME FOR COMPLETION
3.7.1	The duration of contract shall be for a period of 12 (Twelve) months counting from the date of issue of LOI. If required, the contract may be extended on existing terms and conditions till the work is completed. Start date of work shall considered as the date of LOI/ intimation from BHEL for the start of work. The bidder shall mobilise as per instruction from BHEL.
3.7.2	The following time schedule for transportation of consignments including all clearance like customs, sales tax etc. at Indo-Bhutan border shall be adhered to :
3.7.2.1	Transit period of consignments of Annexure- I (A, B & C) from BHEL-Bhopal to Punatsangchhu- II HEP site - 60 days.
3.7.2.2	Transit period of consignments of Annexure- II from BHEL-EDN Bangalore to Punatsangchhu- II HEP site - 70 days.
3.7.2.3	Transit period of consignments of Annexure- III from BHEL-Jhansi to Punatsangchhu- II HEP site - 50 days.
3.7.2.4	Transit period of consignments of Annexure- IV from Punatsangchhu- II HEP site to BHEL-Bhopal – 60 days.
3.7.2.5	Additional grace period of 15 days will be allowed in transit period for consignments of Annex- I (A, B & C), II, III and IV mentioned above for the purpose of transshipment and legal formalities to be done at Indo-Bhutan boarder.
3.7.3	Consignments which will be dispatched from any BHEL MU in the last week of March i.e. from 24th March to 31st March will be given additional 15 days grace period for transportation because of large quantity of consignments being despatched in a smaller duration.
3.7.4	For the purpose of computing the delivery time the date of LR (for road transport) or actual date of exit from plant/ site according to exit gate pass (whichever is later)

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	shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee , the actual date of receiving the consignment at destination as per the entry gate pass shall be taken as a delivery date provided the detention at destination is certified by the consignee/BHEL officer.
3.8	TERMINATION OF CONTRACT As per GCC
3.9	SETTLEMENT OF DISPUTE As per GCC
3.10	ARBITRATION As per GCC
3.11	GOVERNING LAWS AND JURISDICTION As per GCC
3.12	LIQUIDATED DAMAGE
3.12.1	Subject to force majeure, if contractor fails to adhere time-schedule given as per clause no. 3.7.2, BHEL shall have the right to recover as liquidated damage (LD) for transportation of each consignment a sum equivalent to 0.5% of the freight per week of delay or part thereof limited to 10% freight of that individual consignment.
3.12.2	Apart from above, in case due to non-readiness of any activity in time essentially required for successful execution of the contract, the delay occurs in total completion of the contract as per clause no. 3.7.1, BHEL shall have the right to recover liquidated damages (LD) @ 0.25% of contract price for delay of each week or part thereof.
3.12.3	The total liability as per clause no. 3.12.1 and clause no. 3.12.2 for such delay shall not in any case exceed 10 % (ten percent) of the contract price.
3.13	TAXES & DUTIES
3.13.1	GOODS AND SERVICE TAX (GST)
3.13.1.1	The subject job is Supply of services associated with transit cargo to Nepal and Bhutan (landlocked countries) and by virtue of Notification No. 30/2017- Central Tax (Rate) DT. 29-09-2017 is subject to “NIL” rate of duty vide Sl. No. 9B
3.13.1.2	The successful bidder shall raise GST compliant invoice to BHEL site office at Bhutan as per the <u>Bill To and Ship To</u> details provided elsewhere in this tender documents.
3.13.1.3	The exporters of services associated with transit cargo to Nepal and Bhutan is eligible for claiming Input Tax Credit in respect of goods or services used for effecting such exempt supply of services to Nepal and Bhutan. The bidder must consider this benefit of availment of Input Tax Credit as above while giving quotation for the subject job. However, BHEL shall in no way be responsible for non-availment of Input Tax Credit by the successful bidder because of lapse or noncompliance by the successful bidder.
3.13.1.4	Trade between India and Bhutan will be transacted in Indian Rupees as per the Article-VII of the “ Agreement on Trade, Commerce and Transit between the Government of the Republic of India and the Royal

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	Government of Bhutan” dtd. 12-11-2016(https://commerce.gov.in). The currency of the contract is Indian Rupees (INR) and invoices must be raised in Indian Rupees (INR) from the place of business of the successful bidder in India. The payment shall be released in Indian Rupees (INR) to the Bank Account of the successful bidder in India as per the Bank Account details provided by the successful bidder at the time of bid submission.
3.13.1.5	The GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL.
3.13.1.6	The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.
3.13.1.7	The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.
3.13.1.8	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
3.13.1.9	All taxes excluding GST & BOCW Cess (dealt separately in Tender) but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra.
3.13.1.10	Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3.13.1.11	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the ‘Bill To’ details will as below :-
3.13.1.12	BHEL GSTN – NAME: Bharat Heavy Electricals Limited ADDRESS : Construction Manager Bharat Heavy Electricals Limited Power Sector Eastern Region Punatsangchhu-II Hydroelectric Project (6X170 MW) CONTRACT PACKAGE, EM-1/2012 Post Box No. 1322, Rurichhu WangduePhodrang, Bhutan Telephone No.+975 2471099 Fax. No.+975 2471003 Email: bhelpa2@gmail.com
3.13.1.13	Bidder to immediately intimate on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances :-

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3.13.1.14	Portal Address And Email Address
3.13.1.15	In case of delay in submission of the abovementioned documents on the date of despatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
3.13.1.16	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 34 of GST Act & Rules referred there under.
3.13.1.17	Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after despatch.
3.13.1.18	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL.
3.13.1.19	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
3.13.2	CUSTOMS CLEARNCE IN INDIA AND BHUTAN
3.13.2.1	Customs for entry and exit to/ from Bhutan shall be your responsibility. However, BHEL shall extend all possible assistance in this regard. With respect to clearance and movement of cargo in India, the bidder is requested to go through the “Agreement on Trade. Commerce and Transit between the Government of the Republic of India and the Royal Government of Bhutan” dtd. 12-11-2016(https://commerce.gov.in) The Customs House Agent shall be engaged by the successful bidder to do the customs clearance and all charges (including the charges with respect to compliance of COVID-19 protocol) in this regard in the Indian and Bhutanese side of the border shall be on bidder’s account.
3.13.3	TEMPORARY CONTRACT LICENSE
3.13.3.1	You have to obtain Temporary Contract License (TCL) from Ministry of Economic Affairs, Regional Trade & Industry Office, if required as per the extant laws in Bhutan and obtain Tax Payer's Number (TPN) from the Regional Revenue and Customs office in Bhutan, if required.
3.13.4	INCOME TAX IN BHUTAN
3.13.4.1	Income Tax TDS under The Income Tax Act of the Kingdom of Bhutan, 2001 and the Rules thereunder shall be deducted at prevailing rates on gross invoice value(including the from the running bills at the applicable rate in force unless exemption certificate from the appropriate authority/ authorities is furnished.

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	This Income Tax TDS shall be in lieu of Indian Income Tax TDS. You may get acquainted with the provisions of The Income Tax Act of the Kingdom of Bhutan, 2001 and the Rules thereunder and the Double Taxation Avoidance agreement (DTAA) Signed by India and Bhutan. Requisite certificate/ statements of Income Tax Deduction in Bhutan shall be provided to you to claim TDS credit in India. You have to consider this availability of TDS Credit while quoting the price.
3.13.5	NEW TAXES & DUTIES AND BENEFITS AND/OR ABOLITION OF ALL EXISTING TAXES
3.13.5.1	Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
3.14	CERTIFICATE TOWARDS COMPLETION
	The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL in this regard shall be final and binding on the contractor
3.15	PRICE VARIATION COMPENSATION (PVC)
3.15.1	Price Variation Compensation is not applicable in the initial contract period of One year.
3.15.2	Price Variation Compensation is applicable only in the extended period of contract. and only for the transportation of material between BHEL Manufacturing units and Indo- Bhutan boarder as per SCH -3 of price schedule VOL-III.
3.15.3	PVC bill should be raised along with documentary evidence of IOCL diesel price.
3.15.4	The transportation cost will be derived from rate in price schedule [SCH-3 of Vol III (latest revision)] and shall be increased or decreased on account of diesel rate as per following:
3.15.4.1	Cost of transportation is composition of fixed charges (e.g. vehicle hiring charge, driver and khalasi charge etc.) and variable charges (e.g. consumable, diesel etc.). For calculation of Price variation of transportation rate due to change in diesel price, 40% of freight cost shall be considered as variable cost. The formula to calculate the increase/decrease of price shall be as following: Increase/decrease = 40% of freight cost × {(present rate of diesel/base rate of diesel) – 1} [Figure shall be rounded off to two digits after decimal.] Where, Present Rate of Diesel is the Rate of Diesel in Kolkata, India on the date of LR. Base Rate of Diesel is the Rate of Diesel in Kolkata on the last date of submission of Tender. Diesel price will be obtained from official website of M/s Indian Oil Corporation Ltd. i.e. www.iocl.com.
3.15.4.2	Sample Calculation: - Assume base rate of diesel i.e. HSD in Kolkata is INR 75.00/- per Litre on the last date of tender submission i.e. on 01.08.2020 (say). Now, LR date of a consignment is 10-09-20 and the present rate of Diesel in Kolkata on 10-09-20 is INR 79.25/- per litre. i.e. increase of INR4.25 per litre from

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	base rate. Assuming freight charge of the consignment = INR 3,00,000/- Increase = $40\% \times 3,00,000 \times (79.25/75.00 - 1) = 40\% \times 3,00,000 \times 0.06 = 7200$ Therefore, PVC for the subject consignment= INR7200/- (Payable) The same formula will be followed for decrease in Diesel Prices also
3.15.5	Total amount of PVC will be limited to relevant PVC clause of GCC including other provisions of the GCC for PVC.
3.16	OVER RUN COMPENSATION / RATE REVISION
3.16.1	Not applicable for this contract
3.17	MISCELLANEOUS
3.17.1	In case similar clauses are found in both GCC & Tech. spec, the respective clause of Tech. spec. will prevail

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CHAPTER 4	
4.0	RESPONSIBILITY OF THE BIDDER
4.1	MANPOWER
4.1.1	Bidder shall arrange for workers of all categories i.e. highly skilled specialists, semi-skilled and unskilled/helper worker and supervisors etc.
4.1.2	Bidder shall submit the organization chart showing adequate staffing in all the areas.
4.1.3	The bidder shall arrange food, accommodation, transportation etc of his own and his sub-contractor's staff and workers.
4.2	TOOLS & TACKLES AND CONSUMABLES
4.2.1	Bidder shall submit the deployment plan of skilled / semi-skilled manpower (along-with names and profiles and contact nos.), tool & plants, material handling equipment, consumable and hardware etc along with bid. It is required to assess the capability of bidder. However, it is the responsibility of the bidder to provide any additional number of manpower and tool and tackles etc. required at work places over and above those specified in deployment plan in order to complete the work in timely and safe manner.
4.2.2	Arranging suitable wooden, steel and concrete sleepers, pedestals, stools, rollers slings, ropes, hooks etc. required for receiving, transporting, unloading and storage, if any of the said cargo.
4.2.3	All T&P including special tools & tackles, low, semi low bed and specialized trailers with hydraulically lifting bed and trucks etc required to carry out the work will be arranged by the bidder at his own cost.
4.2.4	Bidder on his cost shall arrange all consumables and work shall not be allowed to suffer due to lack of any consumable. BHEL or their authorized representative reserves the right to procure the required consumables / get the work done by some other agency at the risk and cost of bidder in order to complete the work in timely and safe manner.
4.2.5	Arrangement of welding / cutting machines, if required, to complete the work shall be made available by the bidder at their own cost.
4.2.6	Contractor shall not be paid any charges for mobilizing /demobilizing any particular T & P.
4.2.7	Bidder shall provide the list of equipment owned or hired by them, key manpower and the mobilization plan for equipment / manpower.
4.2.8	All T&P, lifting tackles & pulling devices to be deployed by the contractor must bear valid/ latest test certificates for their suitability, and documents shall be preserved with BHEL.
4.2.9	CONSUMABLES
4.2.9.1	Bidder shall procure and deliver the following consumables at Punatsangchhu- II HEP site within the quoted rate of the contract. A. Grease Servo gem EP3 - 400 KG (20 KG X 20 Drums). B. Solvent based corrosion preventive compound (TECTYL 506) - 200 Ltrs. (20Ltrs drums preferable). C. Red Oxide Paint- 200 Ltrs. (20 Ltrs. X 10 Drums). D. Black Bitumen Paint- 200 Ltrs. (20 Ltrs. X 10 Drums)
4.3	LIABILITY
4.3.1	Bidder shall continue to be fully liable for loss and or damage to the cargo till the same is handed over the BHEL or their authorized representative.
4.3.2	Liabilities of the bidder according to obligatory laws remains unaffected and

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	bidder will remain responsible for settlement of claims of third parties which have suffered damage either due to the bidder, his employees, associates or sub-contractors.
4.3.3	Labour utilized by the bidder for handling any work under the contract either in the premises, or elsewhere shall be treated as the employees of the bidder and BHEL shall have no liability whatsoever in this regard. The bidder shall comply with all statutory requirements, government regulations etc. in this regard. The bidder shall fully indemnify against any claims arising as a result of the failure of the bidder to comply with this clause and / or any injuries/damages suffered by the workmen.
4.4	SAFETY AND SECURITY
4.4.1	For safety of third parties, vehicle insurance, the bidder shall satisfy BHEL or their authorized representative that workman compensation insurance coverage / third party insurance policy for adequate value is taken before starting of the work and also satisfy BHEL or their authorized representative that the policy is kept in full force till the contract is completed.
4.4.2	Bidder shall provide escort (with communication aids) to the goods on trailer or truck during transportation till the BHEL receives the cargo.
4.4.3	Bidder shall be responsible to ensure the fitness & certification of T&Ps, trailers etc. T&Ps with adequate capacity, size and with proper certification only shall be allowed to be used. Bidder shall deploy only trained & licensed driver(s), for the purpose intended.
4.4.4	Bidder has to follow applicable safety requirements as per attached "HSE Plan for Site Operation by Sub-contractors" of BHEL-PSER (Doc. No. HSEP: 14-ER Rev: 01 Date 08.05.2020).
4.4.5	CITATION:-If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.
4.4.6	MEMORANDUM OF UNDERSTANDING After Award of Work, Contractors Are Required to Enter Into A Memorandum Of Understanding As Given Below: Memorandum of Understanding BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy). M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance. BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days. Signed by authorized representative of M/s ----- Name _____ : Place & Date:
4.5	LIEN OVER GOODS
	Bidder, its associates, its authorized agencies, its sub-contractors or any of its employees and workers shall have no lien whether general or special over

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	the goods entrusted by BHEL in respect of any amount due to them in connection with the goods or any services rendered in relation to the carriage or custody of the goods.
4.6	INPUTS All the inputs like construction / maintenance power, water etc. and all the other infra structural & operational requirements will be in scope of the contractor for successful execution of job unless specifically mentioned otherwise in the tender.
4.7	REQUIREMENTS FOR TRANSPORTATION:
4.7.1	TRAFFIC REGULATIONS & REQUIREMENTS.
4.7.1.1	The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/customer's or any other premises.
4.7.1.2	The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
4.7.1.3	The transporters will ensure that all vehicles used for the transportation of consignments are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
4.7.1.4	It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
4.7.1.5	The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.
4.7.1.6	Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
4.7.1.7	Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
4.7.1.8	Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
4.7.1.9	All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
4.7.1.10	Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.
4.7.2	ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE
4.7.2.1	The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
4.7.2.2	The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce

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	such approved documents requiring scrutiny accordingly, before the consignment is loaded.
4.7.3	PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT
4.7.3.1	To ensure safe transit, the consignment loading shall be done in BHEL ware house. The transporter shall ensure the following:
4.7.3.2	Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition
4.7.3.3	That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
4.7.3.4	To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
4.7.3.5	Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps, pilot, escort etc. may be required shall be the as responsibility of the transporter.
4.7.3.6	Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises / storage area wherever required.
4.7.3.7	Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
4.7.4	SAFETY OF CONSIGNMENT
4.7.4.1	The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
4.7.4.2	Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
4.7.4.3	The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
4.7.4.4	Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
4.7.4.5	Transporter shall auction no material belonging to BHEL where customer/ suppliers has defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
4.7.4.6	Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to &fro freight will rest with BHEL.
4.7.5	STATUTORY OBLIGATIONS OF TRANSPORTER:
4.7.5.1	The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in

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	force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
4.7.5.2	The transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
4.7.5.3	The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
4.7.5.4	Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
4.7.6	TRANSHIPMENT
4.7.6.1	In all cases of trans-shipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
4.7.6.2	For all trans-shipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
4.7.6.3	Any trans-shipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
4.7.6.4	Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage and send back to BHEL free of charge.
4.7.6.5	Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.
4.7.6.6	Vehicle carrying consignment on full truckload [FTL] basis shall not carry any other FTL consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.
4.7.7	PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS
4.7.7.1	The vehicle will be normally required to report to respective BHEL MUS-Bhopal, EDN Bangalore & Jhansi plant as required to receive the material. The transporter should provide the vehicles normally within two (2) days for truck, three (3) days for mechanical trailers and five (5) days for hydraulic trailers from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading consignment. The exit timings shall be generally up to 6.00 PM on working days.
4.7.7.2	The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of this contract w.r.t. the axle and tyre configuration ensuring the load bearing

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	capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.
4.7.7.3	The vehicle(s) required to be deployed under this contracts will be in roadworthy conditions, to give uninterrupted service to BHEL. In case transporters fail to place/deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to BHEL and such damage/losses shall be determined by BHEL at its sole discretion.
4.7.7.4	In case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its discretion on the transporter after 24 hours, this shall be deducted from their running bills for each day of delay for maximum one week.
4.7.7.5	Transporter failing to place vehicle(s) required within the period intimated at Manufacturing units of BHEL or customer sites/supplier/sub-contractor's works and at Ports as required will be considered as a defaulter and business loading on them could be suspended temporarily. Repeated failures in placing the vehicles may lead to stoppage of business loading and even cancellation of the contract.
4.7.7.6	If the vehicle is not placed within the two days beyond the indicated placement date of vehicle as per clause 4.11.7.1, BHEL is at liberty to recover INR 500/- per day for truck, INR1000/- per day for mechanical trailer and INR 1500/- per axle per day for hydraulic trailer including prime mover (for each additional day) from transporter's bills.
4.7.8	CONSIGNMENT WEIGHT/MEASUREMENTS
4.7.8.1	The weight shall be taken as per actual weighbridge record of BHEL for consignments. For all consignments, the reading shown in digital/analogue crane scale wherever available shall be applicable. In cases where either crane scales are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in packing list shall be reckoned.
4.7.8.2	In case there is, a possibility/need to mix the trailer and truck consignments for a destination, then to optimize loading and utilize the trailer capacity the same shall be resorted to by BHEL.
4.7.9	CONSIGNMENT NOTE CERTIFICATION
4.7.9.1	The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of despatch by the consignor / customer: (i) Registration No(s) of the vehicle(s). (ii) Weight, dimensions and No. of the packing cases. (iii) Name & address of the consignor with specific destination. (iv) Description of the consignments with BHEL Purchase Order (PO) reference. (v) Distance to destination in KM and rate of freight, if any. (vi) Despatch Control Record Entry No. and reference to all other relevant information of Despatch Advice Note, Excise Invoice, and Way Bill/Permit etc. (vii) Freight details and consignment value.

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4.7.10	TRANSIT INSURANCE
4.7.10.1	Transit insurance of the consignment under transportation by the transporter will be responsibility of BHEL/Consignee as the case may be. However, transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
4.7.10.2	The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the bidder of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date.
4.7.10.3	Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
4.7.10.4	The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get "LEGAL LIABILITY" from Insurance Company for Insurance Cover.
4.7.11	VEHICLE MOVEMENT REPORTING
4.7.11.1	The transporters shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephone/STD phones/Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL on daily basis or as asked by BHEL.
4.7.11.2	For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by electronically to BHEL.
4.7.12	DETENTION, DEMURRAGE, WHARFAGE & STORAGE
4.7.12.1	Except as provided in "Special Terms & Conditions"; no detention, demurrage, storage or any such charges shall be payable to the transporter
4.7.13	ROUTE & DISTANCE
4.7.13.1	The transporters are advised in their own interest to conduct and update/ confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
4.7.13.2	Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall documentary evidence e.g. news clippings/ photographs of road obstructions/ diesel filling bills/ endorsement from PWD, RTO check posts etc. along with the freight bill.
4.7.13.3	Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.
4.7.14	TRANSIT PERIOD
4.7.14.1	The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period as given under "Special terms & conditions".
4.7.14.2	Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.

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4.7.14.3	For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments on daily basis.
4.7.15	DESPATCH DOCUMENTS
4.7.15.1	While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz. i. Dispatch Advice Note/ Challan, ii. Excise Invoice (Pink/ Duplicate) indicating PO reference, iii. Driver /Lorry/Destination Copy of LR along with “freight bill copy”, iv. Consignee Copy of LR for door delivery, v. Road Permit/Waybills etc. wherever applicable, vi. SMIV/PMIV/Excise Gate Pass, wherever applicable.
4.7.15.2	The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice/Delivery Challan, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
4.7.15.3	In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim Mod vat) and any other documents to BHEL and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
4.7.15.4	Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
4.7.15.5	All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
4.7.16	ESCORT Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.
4.7.17	DELIVERY & ACKNOWLEDGEMENT
4.7.17.1	The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
4.7.17.2	All door delivery consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments.
4.7.17.3	The consignee copy of the LR shall be surrendered by BHEL only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required. Regarding open delivery / damages / breakage / shortages / leakage etc., pending issue of these certificates, the consignee copy shall be retained by BHEL.
4.7.17.4	No other miscellaneous charges will be paid against such consignments irrespective of nature of booking including go-down delivery consignments.
4.7.17.5	In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee

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	shall be adhered to by the transporter.
4.7.17.6	The transporter will be bound under the contract to give shortages/ damage/open delivery/ joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
4.7.17.7	The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
4.7.17.8	Transporters shall ensure submission of damage/shortage/loss certificate immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the "acknowledged copy" of the certificate on freight billing.
4.7.17.9	In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL. • No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
4.7.18	DETENTION Detention charges for vehicles detained at Site shall be as follows – a) For first Seven days from the date of reporting at site: NIL b) Beyond Seven days: INR 500/- per day for truck, INR 1000/- per day for mechanical trailer, INR 1500/- per axle per day for hydraulic trailer including prime mover (For each additional day). c) The detention charges shall be limited to 10% of the Freight amount. d)The period of detention shall be certified by the Consignee/Customer/BHEL Site-In charge.
4.8	MOBILISATION ADVANCE / INTEREST BEARING RECOVERABLE ADVANCE
4.8.1	Mobilisation advance / Interest bearing recoverable advance shall not be applicable for this package.
4.9	BIDDER SHALL ENSURE THAT THE IBA RECOMMENDATION IS VALID THROUGHOUT THE CURRENCY OF THE CONTRACT. UNDERTAKING TOWARDS THE SAME SHALL BE SUBMITTED BY BIDDER ALONG WITH THEIR OFFER.

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Annexure – V

CERTIFICATE OF DECLARATION FOR CONFORMING TO SITE CONDITIONS

We,

hereby declare and confirm that we have visited the, entire transportation route from BHEL various MUs i.e. Bhopal, EDN-Bangalore and Jhansi to Punatsangchhu-II HEP Site, Bhutan and project site under subject, namely **6X170 MW Punatsangchhu-II Hydroelectric Project, Kamechu, Bhutan** and have acquired full knowledge and information about the condition.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

Tenderer's Name & Address

Place:

Date:

(Signature of Tenderer)

With stamp

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ANNEXURE-VI

Notice of Damage/Shortage/Discrepancy to consignment on delivery

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

Consignment Note (L/R) No :
 Freight Bill No & Date :
 Despatch Advice Note No. & Date :
 Work Order No. :
 Freight charges (INR) :
 Consignee :
 Destination :
 Particulars of damage/shortage/ discrepancy reproduced as reported :

1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

Encls:
 Comments/Remarks of Consignee,
 Receipted L/R copy,
 Copy of FIR lodged,
 Damage Report.

Date:

(Authorized signatory of the transporter
 affixing the Company Seal)