



**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
**Boiler Auxiliaries Plant**  
**Ranipet-632406**

**NOTICE INVITING e-TENDER (NIT)**  
**Road Transportation Contract for Length ODC Trailer 2021-22**

e-Tenders are hereby invited from experienced, reliable, resourceful, financially sound Transport Carriers having for Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) from BHEL Ranipet & their sub-contractor Works /other Units through Road, by engaging **Length ODC Mechanical Vehicles (T8 Category) on All India Basis for BHEL Ranipet Unit.**

The important details are given below: -

Tender Issued by	BHEL Ranipet
Tender issued on	30.06.2022
Last date of receipt of filled-in Tender / Offer	<b>10.30 A.M. on 11.07.2022</b> Online bid submission through BHEL's e-Procurement Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
Date, Time & Place of opening of Techno-Commercial bid (Part-I)	<b>04.30 P.M. on 11.07.2022</b> Online bid opening through BHEL's e-Procurement Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
Date, Time & Place of opening of Price Bid (Part-II)	Online bid opening through BHEL's e-Procurement Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> <b>The date / time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.</b>
Bids to be addressed to	Online bid submission through e-Procurement Portal
Tender Fee	Nil
Earnest Money Deposit (EMD)	Schedule 1: Rs 50,000/- Schedule 3: Rs 1,00,000/- Schedule 2 and/or Schedule 4 and/or Schedule 5 and/or Schedule 6: Rs 20,000 {If bidder want to quote for Schedule 1 and 2, then EMD of Rs. 70,000/- is applicable. For Schedule 1 and 3, then EMD of Rs. 1,50,000/- is applicable. For Schedule 2 and 3, then EMD of Rs. 1,20,000/- is applicable. For Schedule 1,2 and 3 then EMD of Rs.1,70,000/- is applicable. EMD will be treated as category wise. (Pl. refer. Pg. no. 60)} EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to uploading of supporting document. Tender submitted by Non MSE bidders without EMD will be summarily rejected.

The bidders are advised to go through the terms & conditions and tender documents carefully before submitting their quotations.

The bidders may contact Sr. Engineer / WCM (04172-283043 / 4698 / 4035), M/s Bharat Heavy Electricals Limited, Ranipet – 632406, e-mail: [arunkumarc@bhel.in](mailto:arunkumarc@bhel.in) / [mpcsekhar@bhel.in](mailto:mpcsekhar@bhel.in) / [gsugumar@bhel.in](mailto:gsugumar@bhel.in) for any clarification required in this regard.

If there is any deviation in the Techno Commercial Bid or Price Bid, shall be indicated in the techno-commercial bid itself. Any unfavorable deviations found in the price bid will be rejected.

This is only request for an Offer and not Contract.

Date :

Place:

For BHEL, Ranipet  
Sr. Engineer / WCM  
Signature of the Bidder with seal  
(Authorized Signatory)

# **PART-1**

## **Techno-Commercial Bid**

**The Techno-Commercial Bid Consist the following: -**

Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract applicable for all Categories
Section IV	Specific Terms & Conditions for Mechanical Trailer
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	<b>Pre-Qualification Requirements (PQR) and Evaluation Criteria</b>
Section IX	Tender Formats

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

## **PART-1 – TECHNO COMMERCIAL BID**

### **Section I – Instructions to Bidders**

#### **A. GENERAL**

##### **1 SCOPE OF WORK**

- 1.1 As detailed in Section II, Tender Data Sheet (hereinafter referred to as ‘TDS’) BHEL issues this Tender Document for Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) from BHEL Ranipet & their sub-contractor Works / other units, through Road, by engaging suitable Length ODC Mechanical Vehicles (T8 Category) on All India Basis for BHEL Ranipet unit as specified in Section III to Section-VII Special Terms & Conditions of the Contract. The category of the transportation schedules, identification, and other requirements are provided in the TDS.
- 1.2 Unless otherwise stated, throughout this Tender Document, definitions and interpretations shall be as prescribed in General Terms & Conditions of the Contract.

##### **2 INTENT OF BIDDER**

- 2.1 The Bidder has applied and intends to bid for the schedules as mentioned in the TDS. The Bidder intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued.
- 2.2 Payments by BHEL will be made only at the request of the Bidder and upon approval by the BHEL in accordance with the terms and conditions of the agreement between the Bidder and BHEL, and will be subject in all respects to the terms and conditions of the specific Agreement. No party other than the Bidder shall derive any rights from the Agreement or have any claim to the funds

##### **3 PROHIBITED PRACTICES**

- 3.1 BHEL requires that bidders (tenderers, suppliers, contractors, subcontractors, concessionaires, consultants, etc.) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BHEL
  - 3.1.1 defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
    - 3.1.1.1 “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - 3.1.1.2 “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - 3.1.1.3 “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
    - 3.1.1.4 “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - 3.2 will reject a proposal for award if it determines that the supplier, contractor, concessionaire or consultant recommended for award has engaged in prohibited practices in competing for the contract in question;
  - 3.3 will cancel the portion of the payment allocated to a contract for goods, works, services or concessions if it at any time determines that prohibited practices were engaged in by representatives of the Bidder or of a beneficiary during the procurement or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to BHEL to remedy the situation;

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

- 3.4 may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in prohibited practices in competing for, or in executing, the contract;
- 3.5 reserves the right, where a Bidder or a firm has been found by a judicial process or by the enforcement mechanism of Government of India to have engaged in prohibited practices
  - 3.5.1 to cancel all or part of the BHEL payments for such Bidder; and
  - 3.5.2 to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a BHEL contract; and
- 3.6 will have the right to require that, in contracts financed by BHEL, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit BHEL to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BHEL.
- 3.7 Furthermore, Bidders shall be aware of the provisions stated in General and Special Conditions of Contract, as the case may be.

#### **4 ELIGIBLE TENDERERS**

- 4.1 The tenderer will have to meet the pre-qualification criteria specified at Section VIII of this Tender document
- 4.2 A tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Bidders (hereinafter referred to as ITB)
- 4.3 A bidder, and all parties constituting the bidder, shall have the national permit for their vehicles wherever applicable, to operate in all states in India. The bidder shall operate in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the national permit of proposed subcontractors or suppliers for any part of the Contract including Related Services
- 4.4 A bidder shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties if
  - 4.4.1 they have controlling partners in common; or
  - 4.4.2 they receive or have received any direct or indirect subsidy from any of them; or
  - 4.4.3 they have the same legal representative for purposes of this Tender; or
  - 4.4.4 they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
- 4.4.5 a tenderer, its affiliates or parent organization has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organization shall not be eligible to participate in the tender, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender
- 4.5 A tenderer shall be disqualified if the tenderer, an affiliate of the tenderer, or a party constituting the tenderer or an affiliate of a party constituting the tenderer, is under a declaration of ineligibility by BHEL in accordance with its guidelines, on or before the date of Price Bid Opening
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to BHEL, as and when BHEL shall reasonably request
- 4.7 Firms shall be excluded if:
  - 4.7.1 The Bidder is under suspension with BHEL
  - 4.7.2 as a matter of law or official regulation, another CPSU prohibits commercial relations with the Bidder, provided that BHEL is satisfied that such exclusion does not preclude effective competition; or

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

4.7.3 There is a decision of the Government of India placing restrictions on dealing with the bidder

## 5 ELIGIBILITY OF VEHICLES OFFERED FOR THE TENDER

- 5.1 All Vehicles to be placed against the Contract shall have valid Fitness Certificate (FC), National / State Permit wherever applicable & Insurance. Without this the vehicles will not be permitted for Transporting the consignments.
- 5.2 For purposes of this paragraph, the term Vehicles includes vehicle, associated equipment, and industrial plants; and related services such as insurance.

## B. CONTENTS OF TENDER DOCUMENT

### 6 SECTIONS OF TENDER DOCUMENT

- 6.1 The Tender Document consist of Parts 1 and 2, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB.

<b>PART-1 Techno Commercial Bid</b>	
Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract applicable for all Categories
Section IV	Specific Terms & Conditions for Mechanical Trailer
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	Pre-Qualification Requirements (PQR) and Evaluation Criteria
Section IX	Tender Formats
<b>PART-2 Price Bid</b>	
Section I	Work / Rare Schedules

- 6.2 The Tenderer shall download the Tender Documents from BHEL's e-Procurement Portal <https://eprocurebhel.co.in>
- 6.3 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document, and submit the signed documents through BHEL's e-Procurement Portal <https://eprocurebhel.co.in> wherever applicable. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender

### 7 CLARIFICATIONS ON TENDER DOCUMENT, SITE VISIT

- 7.1 A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT.
- 7.2 Wherever applicable, the bidders are advised to visit and examine the details and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting shall be at the bidder's own expense
- 7.3 Pursuant to ITB, where the bidder and any of its personnel or agents have been granted permission by BHEL to enter upon its premises and lands for the purpose of such visit, the bidder, its personnel, and agents will release and indemnify BHEL and its personnel and agents from and against all claims / liabilities in respect of death or personal injury, loss of or damage to property, and/or any other loss, damage, costs, and expenses incurred, if any, as a result of the visit

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## **8 AMENDMENT OF TENDER DOCUMENT**

- 8.1 At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda
- 8.2 Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website / e-Procurement Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender
- 8.3 To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.

## **C. PREPARATION OF TENDER DOCUMENT**

### **9 COST OF TENDERING**

- 9.1 The bidder shall bear all costs associated with the preparation and submission of its Tender, and BHEL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **10 LANGUAGE OF TENDER**

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and BHEL, shall be written in English.

### **11 DOCUMENTS COMPRISING THE TENDER**

The Tender shall comprise the following:

- 11.1 Completed Schedules as provided in Section XII, Tender Forms;
- 11.2 Earnest Money Deposit (EMD), in accordance with ITB
- 11.3 No Deviation statement may be provided as per Format 3 in Section IX, Tender Forms
- 11.4 written confirmation authorizing the signatory of the Tender to submit the tender
- 11.5 documentary evidence establishing the eligibility of the services offered by the tenderer
- 11.6 documentary evidence establishing the bidder's qualifications in accordance with the Pre-qualification and Evaluation Criteria at Section VIII, Special Terms & Conditions of Contract of Section III, using the relevant forms furnished in Section IX, Tender Forms;
- 11.7 documentary evidence as specified in the TDS, establishing the conformity of the Technical Proposal offered by the tenderer with the Tender Document, using the relevant forms furnished in Section IX, Tender Forms;
- 11.8 any other document required in the NIT

### **12 TENDER PRICES**

- 12.1 The prices quoted by the tenderer in the NIC portal shall confirm to the requirements specified in NIT.
- 12.2 Unless otherwise provided in the TDS and the Contract, the prices quoted by the tenderer shall be fixed.
- 12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as on date of Part-1 Bid opening, shall be included in the rates and prices and the total Tender Price submitted by the tenderer

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

### 13 CURRENCY OF TENDER

13.1 The currency (ies) of the Tender and the currency(ies) for payment shall be in INR (₹).

### 14 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE TENDERER

14.1 To establish its qualifications to perform the Contract in accordance with Section VIII (Pre-Qualification and Evaluation Criteria) and the tenderer shall provide the information requested in Section IX (Tender Forms).

### 15 DOCUMENTS ESTABLISHING THE ELIGIBILITY OF VEHICLES BEING OFFERED FOR THE CONTRACT

15.1 To establish the eligibility of the Vehicles supplied for the Contract in accordance with ITB 5, bidders shall complete the forms, included in Section IX, Tender Forms.

### 16 PERIOD OF VALIDITY OF TENDERS

16.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by BHEL. A Tender valid for a shorter period shall be rejected by BHEL as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, BHEL may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a EMD is requested in accordance with ITB 17, the bidder granting the request shall also extend the EMD for twenty-eight (28) days beyond the deadline of the extended validity period. A bidder may refuse the request without forfeiting its EMD.

### 17 EARNEST MONEY DEPOSIT (EMD)

17.1 The tenderer shall furnish as part of its Tender, the original of a EMD. The tender security amount and currency shall be as specified in the TDS.

17.2 The EMD shall be a demand guarantee in any of the following forms at the tenderer's option:

17.2.1 Electronic Fund Transfer credited in BHEL Ranipet Account (before tender opening). If EMD deposited online through SBI online website under "SBI Collect", a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender

17.2.2 Demand Draft, in favour of BHEL Ranipet (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of "Bharat Heavy Electricals Limited, Ranipet", payable at Ranipet.

17.3 If EMD is specified pursuant to ITB 17.1, any Tender not accompanied by a substantially responsive tender security shall be rejected by the Employer as non-responsive.

17.4 If a EMD is specified pursuant to ITB 17.1, the tender security of unsuccessful tenderers shall be returned as promptly as possible upon the successful tenderer's furnishing of the Security Deposit pursuant to ITB 35.

17.5 The EMD of the successful tenderer shall be returned as promptly as possible once the successful tenderer has signed the Contract and furnished the required performance security.

17.6 The EMD may be forfeited:

17.6.1 if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer in the Letter of Tender or

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

17.6.2 if the successful tenderer fails to:

- (i) sign the Contract in accordance with ITB 34; or
- (ii) furnish a performance security in accordance with ITB 35.

## **18 FORMAT AND SIGNING OF TENDER**

- 18.1 Bidders are advised to ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 18.2 Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 18.3 Bidders are advised to take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).
- 18.4 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 18.5 The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
- 18.6 The name and position held by each person signing the authorization must be typed or printed below the signature. The number of copies of the tender required shall be specified in the TDS

## **D. SUBMISSION AND OPENING OF TENDERS**

### **19 SUBMISSION, SEALING AND MARKING OF TENDERS**

- 19.1 The bidder has to upload the scanned copy of all the mentioned original documents (in colour), Tender Documents, Supporting Documents etc, in BHEL's e-Procurement Portal during online bid-submission.

### **20 DEADLINE FOR SUBMISSION OF TENDERS**

- 20.1 Tenders must be received by BHEL not later than the date and time indicated in the NIT
- 20.2 BHEL may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITB 8, in which case all rights and obligations of BHEL and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **21 LATE TENDERS**

- 21.1 BHEL's e-Procurement system will not allow late submission of tender after the due date/time mentioned.

### **22 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF TENDERS**

- 22.1 Only before the due date of tender, a tenderer may withdraw, substitute, or modify in the e-Procurement Portal.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*



## **23 TENDER OPENING**

- 23.1 Tender (Part-1 & Part-2) will be opened through BHEL's e-Procurement Portal.
- 23.2 Initially Part-1 - Techno Commercial Bid alone will be opened .
- 23.3 After Scrutiny of the Techno Commercial Bidders, the Price Bids (Part-2) of the Technically qualified bidders only will be opened for further processing. The price bids of technically disqualified bidders will not be opened.

## **E. EXAMINATION OF TENDERS**

### **24 CONFIDENTIALITY**

- 24.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.
- 24.2 Any attempt by a tenderer to influence improperly BHEL in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 24.3 Notwithstanding ITB 24.1, from the time of Tender opening to the time of Contract award, if any tenderer wishes to contact BHEL on any matter related to the tendering process, it should do so in writing.

### **25 CLARIFICATION OF TENDERS**

- 25.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the tenderers, BHEL may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the BHEL shall not be considered. BHEL's request for clarification and the response shall be in writing through e-Procurement portal or email. No change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 25.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

### **26 DETERMINATION OF RESPONSIVENESS**

- 26.1 BHEL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITB 11.
- 26.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission.
  - 26.2.1 "Deviation" is a departure from the requirements specified in the Tender Document;
  - 26.2.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
  - 26.2.3 "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 26.3 A material deviation, reservation, or omission is one that,
  - 26.3.1 if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section XI; or
    - (ii) limit in any substantial way, inconsistent with the Tender Document, BHEL's rights or the tenderer's obligations under the proposed Contract; or
  - 26.3.2 if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive Tenders.
- 26.4 BHEL shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section XI have been met without any material deviation, reservation, or omission.
- 26.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by BHEL and may not subsequently be made responsive by correction of the material deviation, reservation, or omission

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

- 26.6 Provided that a Tender is substantially responsive, BHEL may waive any quantifiable nonconformity in the Tender that do not constitute a material deviation, reservation or omission.

## **F. TENDER EVALUATION AND COMPARISON**

### **27 EVALUATION OF TENDERS AND CORRECTION OF ARITHMETICAL ERRORS**

- 27.1 BHEL shall use the criteria and methodologies indicated in Section VIII. Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

### **28 TENDER ADJUSTMENTS**

- 28.1 If in the opinion of BHEL the Tender which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded or substantially below the BHEL's estimates, BHEL may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, BHEL may require that the amount of the performance security be increased at the expense of the tenderer to a level sufficient to protect BHEL against financial loss in the event of default of the successful tenderer under the Contract.

### **29 QUALIFICATION OF THE TENDERER**

- 29.1 BHEL shall determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section VIII, Pre-Qualification Requirements and Evaluation Criteria.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to ITB 14.
- 29.3 An affirmative determination shall be a prerequisite to be considered in the tender. A negative determination shall result in disqualification of the Tender.
- 29.4 Canvassing in any form, in connection with the tender is **STRICTLY PROHIBITED** and quotation of transporters, who are found involved in canvassing, will be rejected. In case of any information furnished by the transporters is found incorrect before or after qualifying the tender / contract then tender / contract of such transporters will be rejected / terminated and EMD/SD will be forfeited
- 29.5 Non-submission of information or submission of incorrect information in offer may result in rejection of offer

### **30 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS**

- 30.1 BHEL reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the tenderers.

### **31 QUOTING OF RATES:**

- 31.1 Rates should be quoted in figures in the e-Procurement portal and the same will be converted as Words automatically.
- 31.2 While quoting the rates, bidders are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation (if any) during

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

the operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the Contract.

- 31.3 The rates quoted shall remain valid for **120 days** from tender opening date. Withdrawal of quotation during above period will entail forfeiture of full amount of EMD with applicable taxes.

## **G. AWARD OF CONTRACT**

### **32 AWARD CRITERIA**

- 32.1 BHEL shall award the Contract to the tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the tenderer is determined to be qualified to perform the Contract satisfactorily.

### **33 NOTIFICATION OF AWARD**

- 33.1 Prior to the expiration of the period of Tender validity, BHEL shall notify the successful tenderer, in writing, that its Tender has been accepted.
- 33.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 33.3 Earnest Money shall be refunded to unsuccessful transporters after finalization of Contract. In case of successful bidder, the Earnest Money may be adjusted towards the Security Deposit in respect of the tender and will be adjustable in accordance with the provisions relating to Security Deposit. No interest will be payable on EMD.
- 33.4 If a bidder withdraws his offer after submission of his offer, or after acceptance of his offer or fails to start the work in accordance with the instructions, the Earnest Money Deposited will be forfeited along with applicable taxes.

### **34 SIGNING OF CONTRACT**

- 34.1 Upon notification, BHEL shall send the successful tenderer the Contract Agreement. Successful bidders, whose offer is accepted for award of work shall enter into a contract with BHEL within fifteen days from the date of award letter at their own cost on a valid non judicial stamp paper of ₹100/-. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.
- 34.2 Within fifteen (15) days of receipt of the Contract Agreement, the successful tenderer shall sign, date, and return it to BHEL.
- 34.3 Upon the successful tenderer's furnishing of the signed Contract Agreement and Security Deposit pursuant to ITB 35, BHEL will discharge its EMD, pursuant to ITB 17.

### **35 SECURITY DEPOSIT**

- 35.1 Within one week of the receipt of notification of award from BHEL, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, subject to ITB 31.2, using for that purpose the Security Deposit Form included in Section IX, Annex to the Special Conditions, or another form acceptable to BHEL.
- 35.2 Failure of the successful tenderer to submit the above-mentioned Security Depositor sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the Employer may award the Contract to alternative sources at the risk and cost of the successful tenderer along with applicable taxes.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

**36 RATE SCHEDULES DETAILS:**

Schedules No.	Schedule Description
1	BAP/CT21/SF11
2	BAP/CT21/SF12
3	BAP/CT21/SF13
4	BAP/CT21/SF14
5	BAP/CT21/SF15
6	BAP/CT21/SF16

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)  
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**PART-1 – TECHNO COMMERCIAL BID****Section II – Tender Data Sheet**

*Section II, Tender Data Sheet, provides the specific information in relation to corresponding paragraphs in Section I, Instructions to Bidders.*

**1 CLASSIFICATION OF ZONES**

- 1.1 The Zones are defined as per the source destinations, the details of which are as under:

Zone No.	Detail
1	Tamil Nadu, Pondicherry, Kerala, Karnataka, Andhra Pradesh, Telangana
2	Maharashtra, Goa, Gujarat, Rajasthan
3	Orissa, Bihar, Jharkhand, West Bengal
4	Madhya Pradesh, Chhattisgarh
5	Delhi, Chandigarh, Uttar Pradesh, Punjab, Uttarakhand, Haryana, Himachal Pradesh, Jammu & Kashmir
6	Assam, Sikkim, Meghalaya, Tripura, Arunachal Pradesh, Mizoram

**REGION OF OPERATIONS**

- 1.2 BHEL Ranipet & their sub-contractor Works /other Units. It may be noted that the despatches of all outbound materials from Unit of BHEL and all inbound materials from various places to Units of BHEL, despatches are more or less on continuous basis.

**2 CONSIGNMENT CLASSIFICATION & RESPECTIVE VEHICLE TYPE**

- 2.1 The despatches are classified into **one vehicle category** based on the dimensional & weight range of the consignment and the type of vehicle to be deployed, the details of which are as under: -

Sl	Vehicle Category	Vehicle Type	Approximate Consignment Weight Range **	Basic Dimensions of the consignments L X W X H (in meters)		
				Length	Width	Height
8	T8	Mechanical Long Bed Trailer	Up to 41 MT	>15.00 to 24.5	Up to 4.00	Up to 3.00

- 2.2 \*\* In case the gross weight of consignments is more than what is stated above, the payment will be made for actual weight or the vehicle passing weight whichever is less.
- 2.3 It should be ensured that the truck is of higher capacity and payment will be made within loading capacity of the vehicle. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight of consignment and transporter will be required to attach self-attested copies of RC to logistic cell. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.
- 2.4 For multiple packages having total gross weight or total volumetric weight in the given range for which the material is booked, at least one package either by weight or any one dimension should qualify for the minimum weight of the given slab.
- 2.5 In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.
- 2.6 Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
- 2.7 For mechanical trailers, in order to make optimum use of loading capacity of vehicles for which BHEL is paying, consignment(s) of lower category, if feasible can be clubbed with higher category consignment within that capacity. No extra payment will be applicable in such case.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

2.8 For hydraulic trailers, consignments shall not be clubbed.

### 3 CONDITIONS FOR SELECTION OF VEHICLES

- 3.1 If all the dimension of the consignment (Length or Width or Height) or weight falling within a consignment category, then vehicle pertaining to another consignment category should not be utilized if the freight cost is high.
- 3.2 For weight more than the above weight range will also be paid up to RC Book passing weight capacity. At any cost, freight charges will be restricted to RC Book Passing weight capacity of the vehicle.

### 4 INFRINGEMENT CHARGES

- 4.1 For the dimensions exceeding the above basic dimensions, infringement charges will be paid as given below:

Cat.	Vehicle Category	Infringement in Length	Infringement in Width	Infringement in Height
T8	Mechanical Long Bed Trailer	Beyond 24.5 mtrs 5% of the basic freight for every 0.5 meter or part thereof.	Beyond 4.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof.	Beyond 3.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof.

- 4.2 Infringement Charges will be made only for one extra dimensional feature (Either Length or Height or Width as applicable), whichever is more.

### 5 HILLY / MOUNTAINOUS REGION CHARGES

- 5.1 For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh), or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid for the hilly portion, over & above the applicable freight.

### 6 METHOD OF EVALUATION OF PRICES

- 6.1 BHEL will finalize the rates through online e-Procurement. Hence Tenderers are requested to give their best prices at the first instance itself
- 6.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 6.3 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

### 7 RANKING

- 7.1 Individual rate schedule wise ranking of Carriers will be done.
- 7.2 The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., excluding GST will be the basis for deciding the rank of the Bidder in the Rate schedules
- 7.3 The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.
- 7.4 In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Bidder, for that rate schedule, will be by calling for discounts from the respective bidders. Even after discounts, if there are more than one L1 bidder for the given rate schedule, the L1 shall be decided by toss / draw of lots in front of the representatives of the respective bidders.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**8 PROJECTED TONNAGE OF LOAD DURING THE ANNUAL CONTRACT**

- 8.1 The projected load, Zone Wise / Consignment Category wise, during the annual rate contract is indicated in the Price Bid – Work / Rate Schedule

**9 INTENDED NUMBER OF TRANSPORTERS ENGAGED FOR OPERATION**

- 9.1 The rate schedule wise maximum number of carriers intended to be engaged for operation is given below: -

SL	↓ Zone/Veh. Cat→	T8
1	1 to 1	10
2	1 to 2	3
3	1 to 3	10
4	1 to 4	3
5	1 to 5	3
6	1 to 6	3

**10 COUNTER OFFER**

- 10.1 BHEL will counter offer the L1 Rate / Negotiated final L1 rate / lowest acceptable price to the L2, L3, ... Ln carriers till the required/ intended carriers accepts the counter offer for award of Contract.
- 10.2 H20% of the Bidders for each rate schedule will not be considered for counter offer for the respective rate schedule. The fractional advantage to be given to the bidders i.e. for example, if elimination is 10.9 bidders, then only 10 bidders will be eliminated.
- 10.3 If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – rate schedule wise, and those Carriers have to place required number vehicles for that rate schedule as per despatch requirement of BHEL.
- 10.4 If the counter offer given by BHEL to other than L1 Vendors is accepted by only few or lesser than the required number of Carriers, then BHEL will place Contracts to those Carriers, and they have to place required number vehicle for the rate schedule in respect of which they accepted counter offers as per dispatch requirement of BHEL

**11 LOAD DISTRIBUTION****11.1 Load Distribution**

- 11.1.1 BHEL will allot the load through BHEL's VIS-TCBS (Vendor Information System - Transport Carrier Booking System) "Demand" System, **Individual rate schedule wise**, based on the price bid ranking of the Carriers.
- 11.1.2 A "**Demand**" is a call / opportunity / request for requesting the vendor for placing a vehicle.
- 11.1.3 Against a particular demand, if the original allottee is not placing vehicle within the stipulated time, then the same demand will be displayed as "Open Demand" to all the Carriers available **in that particular rate schedule**, including the original allottee (duly recovering the non-placement penalty). For such open demands, allocation will be made on first come first served basis. If the original allottee lifts the same consignment in Open Demand, then non-placement penalty will be waived.

**11.2 Manner of Splitting**

- 11.2.1 The L1 Bidder of each rate schedule will be given 3 demands in each turn (demand cycle), L2 Bidder will be given 2 demands in each turn whereas all others will get one demand in each turn (demand cycle) i.e. 3:2:1 ratio.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

11.2.2 However, it may be noted that these three demands for L1, two demands for L2 will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement.

11.2.3 Demands which went to open category will be automatically cancelled after 3 days and non-placement penalty will be levied accordingly.

### 11.3 BHEL's VIS Logic for emergency demands

11.3.1 For urgent consignments, demand will be displayed directly in Open Category to all the eligible carriers for 4 hrs. and whoever readily having vehicles may pick the demand and vehicle to be placed. A separate email will be given to all the concerned transporters of that rate schedule in this regard.

11.3.2 The notice time for placement of vehicles against such emergency demands will be half of the normal time period (as given below), since, if the vehicle is readily available, then only the carriers has to pick these demands.

Category	Notice Time in "hours"		
	BHEL Units & sub vendor works 60 km radius from BHEL Units	All other stations	At anywhere in Mumbai / Any Port
T8	36	72	36

11.3.3 If vehicle is not placed within time period as explained above, two times of Non-Placement penalty will be levied.

11.3.4 If nobody picked the demand or if picked and vehicle not placed, then the demand will be automatically allotted as per loading seniority.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**PART-1 – TECHNO COMMERCIAL BID****Section III – Special Terms & Conditions of the Contract****1 LAWS GOVERNING THE CONTRACT**

1.1 The Contract to be operated complying with the all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time including but not limited to, the following:

- 1.1.1 Motor Vehicles Act, 1988
- 1.1.2 Central Motor Vehicles Rules, 1989
- 1.1.3 Other Central Rules, Notifications
- 1.1.4 Tamil Nadu Motor Vehicle Rules, 1989
- 1.1.5 Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989
- 1.1.6 Tamil Nadu State Transport Appellate Tribunal Rules, 1989
- 1.1.7 Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases
- 1.1.8 Road Transport Corporations Act, 1950
- 1.1.9 Carriage by Road Act, 2007.
- 1.1.10 GST & E-Way Bill regulations
- 1.1.11 Any other Act/Rules /Regulations which may be introduced by central/State /Union Territory regarding road transportation

1.2 The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007

1.3 The Transport Carriers / Fleet owners should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.

1.4 Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.

1.5 The Transport Carriers/Fleet Owners, should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.

1.6 The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.

1.7 The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.

**1.8 MOTOR VEHICLE ACT**

- 1.8.1 As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act except ODC shall be payable. If any of the issues has not been dealt specifically in any schedule, then the same will be decided in line with the provisions of other schedules / terms and conditions dealing with the same issue.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## 2 TENURE OF CONTRACT

- 2.1 The duration of the contract will be **one year** from date of award of contract by BHEL.
- 2.2 The GC / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
- 2.3 One or more extensions of the Contract may be done with mutual agreement between BHEL, and the contractors. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.

## 3 TYPE OF VEHICLE TO BE PLACED

- 3.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 3.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.
- 3.3 In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This is also applicable for open Body vehicle categories.
- 3.4 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed seriously. The contractor alone will be responsible for solving such dispute/s and BHEL cannot be dragged in to such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.
- 3.5 In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and accordingly payment will be made.
- 3.6 If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from AGM of concerned user agencies. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.

## 4 LOADING AND UNLOADING

- 4.1 Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency. Transporter scope will not cover Loading & Unloading.
- 4.2 However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## 5 DOOR COLLECTION AND DOOR DELIVERY

- 5.1 All despatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra charges, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and against all the Rate Schedules covered under this tender.
- 5.2 Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.

## 6 VOLUME LOADS & FULL LOADS

- 6.1 Volume Load: -
  - 6.1.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.
  - 6.1.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than **Manager** as "Volume Load" and payable for full load.
- 6.2 Full Load: -
  - 6.2.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)
  - 6.2.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for despatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.
  - 6.2.3 Full Load Certification" has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of BHEL.

## 7 TAXES AND DUTIES

- 7.1 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., **except GST and power block charges** at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- 7.2 Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST
- 7.3 After award of contract, if any statutory charges in the Act / Rules / Regulations / Guidelines etc., which will have major impact on the prices, the same will be dealt separately based on the approval of competent authority of BHEL.

## 8 GST:

- 8.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 8.2 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 8.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 8.4 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- 8.4.1 Vendor declaring such invoice in Form GST ANX-1
- 8.4.2 Receipt of Goods or Services and Tax invoice by BHEL
- 8.5 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 8.6 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 8.7 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 8.8 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 8.9 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 8.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 8.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 8.12 GST is also applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

**9 DIESEL PRICE VARIATION CLAUSE (PVC)**

9.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -

9.2 The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below: -

Details	T8
Fixed Cost	75%
Diesel Variable Cost	25%

9.3 Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/reduced by 5.1%.

9.4 The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.

9.5 Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.

9.6 The reference diesel rate shall be the actual diesel rate as **on date of Techno-Commercial Bid Opening**. The rates of diesel will be calculated on the basis of the rates published by IOCL website ([www.ppac.gov.in](http://www.ppac.gov.in)) prevailing at Chennai.

9.7 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

9.8 Sample calculations: -

9.8.1 Say for a particular rate schedule of Category-T8 the finalized rate is ₹4 per Km per MT

9.8.2 The fixed cost is ₹3 (75%) and the variable cost is ₹1 (25%)

9.8.3 If the base diesel price increases from ₹98 to ₹102.9 (5%) rates will not be revised

9.8.4 Further the diesel rate is increased to ₹103.88 i.e increase is 6% then the variable portion alone will be increased to 6% i.e.  $3 + (\text{₹}1 \times 6\%) = \text{₹}3 + \text{₹}1.06 = \text{₹}4.06$

9.8.5 Further if the rate increases to ₹105.84 i.e 8% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%)

9.8.6 Further if the rate is increases to ₹109.76 i.e. i.e increase is 12% then the variable portion alone will be increased to 12% i.e.  $\text{₹}3 + (\text{₹}1 \times 12\%) = \text{₹}3 + \text{₹}1.12 = \text{₹}4.12$ .

9.8.7 At any cost for variation  $\pm 5\%$ , the basic freight rate finalized will remain same.

9.8.8 The above logic will be applicable for decrease in diesel rate also.

**10 PENALTY FOR NON PLACEMENT OF VEHICLES**

10.1 BHEL will allot the load through BHEL's VIS (Vendor Information System) Demand System, Individual rate schedule wise, based on the price bid ranking of the Carriers

10.2 From the date / time of demand, vehicles will have to be placed by the Transporter within stipulated period (notice time) given below: -

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

Category	Notice Time in “Hours”		
	BHEL Units & sub vendor works 60 km radius from BHEL Units	Harbour	All other Out Station
T8	72	72	144

- 10.3 However, the Carriers have to accept the demand within 24 Hrs. in VIS but vehicles have to be placed as per the above time schedule. Otherwise demand will go to ‘open’ where any other transport carrier can accept the demand.
- 10.4 For Open Demands, the notice time is reduced half of the above time, since if the vehicle is readily available, then only the carriers has to pick the open demands.
- 10.5 The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 AM, for the carrier booking done before 10 AM. Also, the carrier booking time i.e. the notice time for placement of vehicle will be counted from evening 2 PM, for the carrier booking done after 10 AM.

- 10.6 For non-placement of vehicles / not accepting the demand within stipulated period the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty is furnished below: -

Category	Penalty Charges per demand
T8	₹12,500

- 10.7 The above penalty will also be applicable for non-placement of vehicles by accepting the demands from “Open Demand Category” and is applicable for each time of non-placement for a same demand picked multiple times from open category but vehicles not placed.
- 10.8 If the original allottee lifts the same demand in Open Category and placed the vehicle within the stipulated time, then non-placement penalty will be waived automatically for the first time of demand went to open category.
- 10.9 **WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES**

- 10.9.1 For the cases where the non-placement is not attributable to the contractor such as (i) problems in making VIS In Entry, (ii) Demand went to Open but the carrier is asked to pick the demand in Open but materials are not ready, (iii) System errors etc., **BHEL Executives not below the rank of AGM of User Agencies or Logistics will have the power to waive such penalty on case to case basis.**

## 11 TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

- 11.1 The permissible travel of vehicle per day are given below subject to e-way bill notifications:

- 11.2 For Trucks & Mechanical Trailer Loads (T8 Category)

SL	Category	Distance (KM) to be travelled per day (average)
1	T8	100

- 11.3 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- 11.4 For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 500km and the permitted travel per day is 200km per day. Accordingly, the transit time is 2.5 days (500/200). Hence 3 days shall be considered as transit time
- 11.5 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 11.6 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.
- 11.7 Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is applicable for Normal & Volume Certified Loads

SL No	Delay	% Penalty on basic freight
1	Up to 1 week	2% per week or part thereof
2	From 2 <sup>nd</sup> Week to 8 <sup>th</sup> week	4% per week or part thereof
3	Beyond 8 weeks	50% (fixed)

- 11.8 **For 'Full Load' Certified vehicles:** Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is not applicable for Normal & Volume Certified Loads

SL No	Delay	% Penalty on basic freight
1	Up to 1 week	2% per DAY
2	From 2 <sup>nd</sup> Week onwards	5% per DAY or part thereof limited to 50% .

#### 11.9 WAIVER OF DELAY PENALTY

- 11.9.1 In deserving cases, competent authority / AGM of Logistics or User Agency of BHEL shall have the powers to waive the penalty on case to case basis. In such cases, the carriers should have given timely intimation in writing to BHEL with the reasons which caused delay and also with supporting documentary evidence.
- 11.10 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective **Manager / Commercial** will be the basis for calculation of penalty.
- 11.11 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.
- 11.12 Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers.

#### 12 FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES

- 12.1 Providing GPS will be mandatory.
- 12.2 Vehicles can be allowed without GPS and fixing of GPS will be ensured before AREA IN entry in VIS wherever GPS is applicable for BHEL, demands.
- 12.3 For sub Vendors in 60 km radius locations, exit entry will be made only if GPS details are available.
- 12.4 In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request of transshipment, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.
- 12.5 The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, **penalty at the rate of 5%** of the basic freight value will be levied.

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- 12.6 However, missing of GPS information for few days between the journeys due to non-availability of network / week signal strength / repair of device etc., at remote locations may be considered for waiver of penalty for which approval has to be taken as per the appropriate waiver clause.
- 12.7 In case of repeated non fixing / detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter.
- 12.8 In case, the GPS System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier.
- 12.9 **WAIVER OF GPS PENALTY FOR DESERVING CASES.**
- 12.9.1 For deserving cases such as Major Accidents / Non availability of Network en route at remote locations / replacement of Battery / repair of GPS device etc., BHEL Executives not below the rank of AGM of User Agencies or Logistics will have the power to waive such penalty on case to case basis.

### **13 UPDATING OF DAILY VEHICLE MOVEMENT STATUS IN BHEL VENDOR INFORMATION SYSTEM (VIS)**

- 13.1 Updating of daily vehicle movement status in VIS is essential on daily basis and a must for consignment Category **T8**. Without a copy of this, bills will not be processed. Else a penalty of **1% of the basic freight value** will be imposed.
- 13.2 In addition, GPS Screenshot to be attached in Daily Vehicle Movement Status. Otherwise, penalty applicable for Daily Status updation will be levied.
- 13.3 **WAIVER OF DAILY MOVEMENT STATUS PENALTY FOR DESERVING CASES.**
- 13.3.1 For deserving cases such as Strikes / Major Power failures / Fire Accidents / Common Network Failures etc., BHEL Executives not below the rank of AGM of User Agencies or Logistics will have the power to waive such penalty on case to case basis.

### **14 TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT**

- 14.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.
- 14.2 If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF THE PRODUCT in advance and obtain prior permission / authorization from BHEL Executives, not below the rank of SR. MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment.
- 14.3 The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise using the same vehicle category.
- 14.4 If consignments are transshipped in same vehicle category without prior permission a token penalty of **10 %** of the freight amount involved, will be levied.
- 14.5 In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.
- 14.6 Also the transport carriers have to submit photo or video evidence of transshipment of consignments i.e. photo of unloading the consignment from the original vehicle to the loading of the same on the transshipped vehicle.
- 14.7 Unauthorized transshipments with different vehicle category are not allowed and will be treated as breach of contract.

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## 14.8 WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES

- 14.8.1 For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transshipped immediately to clear the traffic or to avoid the public inconvenience or situation that there is no time to get transshipment permission, BHEL Executives not below the rank of AGM of User Agencies or Logistics will have the power to waive such penalty on case to case basis.

## 15 SUMMARY OF LIST OF PENALTIES AND AUTHORITY TO WAIVE THE PENALTY (NOT BELOW THE RANK OF)

SL	Type of Penalty	Authority to waive the penalty for genuine cases.
1	Non placement penalty	AGM of Logistics or User Agency
2	Delay penalty	Manager of Commercial / User Agency
3	GPS Penalty	AGM of Logistics or User Agency
4	Daily movement Status penalty	AGM of Logistics or User Agency
5	Transshipment penalty	AGM of Logistics or User Agency

## 16 DETENTION CHARGES

- 16.1 Detention charges shall be paid extra if the vehicles are not loaded / unloaded / released within the stipulated time given below: -

SL	Loading / Unloading Points	Free Period (No. of days)
		T8
1	Stores Wards of BHEL Units	2
2	Logistics Area of BHEL Units	3
3	Sites / Harbour / CFSs / Other Locations	4

- 16.2 For example, if the vehicle reached at site for unloading and made IN entry on 01.01.2020, the free period (4 days as per above table) will be available up to 05.01.2020. However, if the EXIT entry of the vehicle is made on 07.01.2020, then detention will be calculated excluding 01.01.2020, 07.01.2020 and free period (4 days) and one day will be eligible for detention.
- 16.3 For dispatches from BHEL, Area IN and Area EXIT will be taken for calculation of detention. Both Area IN and Area EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will not be counted for calculation of detention.
- 16.4 Loading & Unloading within BHEL premises Area “In” and Area “Out” entry will be made only if the Transporter’s representative available while reporting in and exit of vehicles
- 16.5 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.
- 16.6 The rate of detention charges are as follows: -

SL No	Category	Detention Charges per Day (₹)
1	T8	2,200

## 16.7 DETENTION AT LOADING POINTS

- 16.7.1 Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Logistics / MM etc.)

## 16.8 DETENTION AT UNLOADING POINTS

- 16.8.1 Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal.

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**16.8.2 In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site**

In such case the date of arrival of vehicle at Site, **based on the GPS report** will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by DGM of Commercial / end user.

**16.9 DETENTION AT EN ROUTE**

- 16.9.1 If vehicle is detained en-route for want of documents, non-compliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable **based on the GPS report which shows the waiting / detention period**. Wherever GPS is not mandatory then the waiting / detention period will be based on certification by DGM of Commercial / end user.
- 16.10 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Logistics / Stores / Harbour & CFS and Sites / commercial certification if applicable etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 16.11 Detention beyond 30 days shall be considered after necessary approval from AGM / Commercial or end user which is **restricted up to 50 Days**. Detention beyond 50 days will be dealt separately and Charges can be paid based on specific approval from the executive of Commercial or user Agency.
- 16.12 For Consignment category T8, detention will not be paid if GPS is not fixed however the same may be paid subject to waiver of GPS penalty as per the appropriate waiver clause.

**17 RISK PURCHASE**

- 17.1 In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, including non-lifting of consignment(s) as per Contract / Agreement, BHEL has the right to terminate the contract and may entrust the job to an alternate Transport Carrier and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. The contractor shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.
- 17.2 The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the contractor.
- 17.3 The amount recoverable under risk purchase shall be recovered from the defaulted contractor in all or any of the following manners:
- 17.3.1 From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- 17.3.2 from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- 17.3.3 In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted contractor.

**18 POWER BLOCK / HEIGHT GAUGE CHARGES**

- 18.1 The power block / height gauge charges at railway crossings shall be paid initially by the Transporter. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 cm. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of AGM/Logistics on case to case basis.

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**19 MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES**

- 19.1 This multi-point collection charges are applicable.
- 19.2 For the first point of loading, collection charges are not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.
- 19.3 Example: If a vehicle is collecting 3MT from the first collection point and goes to the second collection point which is 10KM away from the 1st collection point, and picks up the load of another 4MT and then goes to the 3rd collection point which is 15 KM away from the 2nd collection point and picks up another 1 MT then it goes to the destination. In this case the multi-point collection charges will be as follows: -
- 19.3.1 1st point : No collection Charges
- 19.3.2 2nd point : Rate X 10KM X 3MT
- 19.3.3 3rd point : Rate X 15KM X (3MT + 4MT)
- 19.4 The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- 19.5 The above logic will be applicable for multi-point door delivery also.
- 19.6 If the Carrier has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
- 19.7 For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.
- 19.8 Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Logistics / MM / Purchase / Commercial etc.)

**20 BILLS & PAYMENT**

- 20.1 Only the actual dimensions of the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc.) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.
- 20.2 In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 20.3 EXCESS WEIGHT
- 20.3.1 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 20.3.2 Payment will be made for the higher slab of the given category for which the vehicle has been called or the loading capacity of vehicle, whichever is lower. Loading capacity of vehicle (As per RC of vehicle) to be verified before loading of vehicle.  
The above is however not applicable for fast cargo and small and part load.
- 20.3.3 For the purpose of deciding category of vehicle, weight of the consignment shall be taken as the higher of the actual weight and volumetric weight of the consignment.

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- 20.3.4 **However, variation (in excess) from Document weight / GMS weight to actual weight Less than 1 MT will not be considered as excess weight for freight payment.**
- 20.3.5 If excess weight is noted by the Carriers within the loading City, 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 weighment made at BHEL premises before certification.
- 20.4 If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
- 20.5 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 Sr. Manager.
- 20.6 Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT per KM basis of the respective rate schedule.
- 20.7 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 Tax 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.
- 20.8 Distance for freight payment
- 20.8.1 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).
- 20.8.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
- 20.8.3 Wherever the particular station is not exhibited in the system of BHEL, the distance shall be calculated as per the order of priority as specified below:
- Route map of India prepared by the Survey of India.
  - Maps.google.com (website)
  - Maps.yahoo.com (website)
- 20.9 Time of Submission of freight bills
- 20.9.1 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.**
- 20.9.2 However, BHEL will not honor such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.
- 20.9.3 **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 DGM / Commercial / Logistics / MM concerned.**
- 20.10 Mode of Payment
- 20.10.1 All payments to be made to the Transporter, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days, after receipt of the bill along with consignee's acknowledgement.
- 20.10.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days, after receipt of the bill along with consignee's acknowledgement.

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**21 TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:**

- 21.1 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.
- 21.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 21.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts 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.
- 21.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 21.5 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 under whatsoever may be the reasons / conditions.
- 21.6 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.
- 21.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 21.8 Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 21.9 All drivers/concerned staff related to the transportation activities under this rate 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.
- 21.10 Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety.

**22 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:**

- 22.1 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.

**23 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:**

- 23.1 To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -
- 23.2 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 23.3 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable 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.

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- 23.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 23.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 23.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

**24 SAFETY OF CONSIGNMENT:**

- 24.1 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.
- 24.2 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.
- 24.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 24.4 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.
- 24.5 Transporter shall NOT auction the material belonging to BHEL where customers / suppliers have 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.
- 24.6 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, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

**25 STATUTORY OBLIGATIONS OF TRANSPORTER:**

- 25.1 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 force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 25.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 25.3 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 require 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.
- 25.4 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.
- 25.5 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.

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*Place:*

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**26 ROUTE, SURVEY, PERMIT ETC.**

- 26.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
- 26.2 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 WCM (CONTRACTS DEPARTMENT) and authorized personnel.
- 26.3 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.
- 26.4 In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for 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 the necessary 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.
- 26.5 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.
- 26.6 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.
- 26.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

**27 LASHING OF THE CONSIGNMENTS**

- 27.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 27.2 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 27.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
- 27.4 Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged. **Requirement of such materials will be communicated in demand itself by the demand creator and same will be verified by the Security officials (in line with the materials asked during demand creation) and after verification only, the vehicle will be allowed to come inside.**
- 27.5 Wherever applicable and demanded by BHEL, only nylon belts/rubber sleeved chains should be allowed for lashing and wherever applicable and demanded by BHEL, Goose pipes should be sleeved with rubber, to avoid metal to metal contact.

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- 27.6 Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
- 27.7 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- 27.8 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- 27.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 27.10 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 27.11 The loading of multiple components one over the other shall not be done.
- 27.12 Soft rubber pads shall be used to lash on the product metal surface
- 27.13 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 27.14 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 27.15 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 27.16 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 27.17 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 27.18 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 27.19 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 27.20 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

## **28 PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION**

- 28.1 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 length ODC trailer.
- 28.2 For loading inside BHEL premises, wherever indicated by BHEL in the demand, 'Vehicle Entry Security Pass' will have a checklist that will include the goose pipes (minimum 2000 mm and qty 8 nos.), wooden scantlings (70 x 70 x 2500 in mm and qty 8 nos.). If transport carrier not brought the supporting structural, the same will be provided by BHEL and the cost of such structural will be recovered from the Transporter's freight bill. If BHEL provides supporting structural, the details of the same will be indicated by the demand created in VIS, which will reflect in the demand itself.
- 28.3 Applicable rates for deduction are as follows:

S. No.	Name of supply	Unit of measurement	Cost per unit (₹)
1	Goose Pipe	Number	940
2	Wooden Support	Number	380

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- 28.4 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, shall be provided by BHEL for ODC.

## **29 INSURANCE COVERAGE AND CLAIM**

- 29.1 Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.

- 29.2 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.

- 29.3 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.

- 29.4 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.

### **29.5 Damage / Loss**

- 29.5.1 If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs.

**OR**

During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.

- 29.5.2 On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.

- 29.5.3 The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.

- 29.5.4 However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.

### **29.6 Open Delivery**

- 29.6.1 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.

### **29.7 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility**

- 29.7.1 Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen

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visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

**29.8 Accidents**

- 29.8.1 All accidents at any point shall be reported to agency concerned and WCM (CONTRACTS DEPARTMENT) in writing through mail within 24 Hrs followed by hard copy within two days. 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.
- 29.8.2 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 WCM (CONTRACTS DEPARTMENT) 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 Loading agency shall be informed in writing through Mail, Fax or Letter and WCM (CONTRACTS DEPARTMENT) 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
- 29.8.3 **No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.**
- 29.8.4 The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.
- 29.9 Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.
- 29.9.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters
- 29.10 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 under the extant guidelines of BHEL .

**30 SECURITY DEPOSIT**

- 30.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 30.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 30.3 Submission of Security Deposit by the Contractors
- 30.4 After finalization of this contract, individual units will issue award of contract based on their tonnage requirement. Hence Security deposit will be collected separately by individual units.
- 30.5 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.

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- 30.6 Balance of the Security Deposit can be submitted by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 30.7 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 30.8 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work
- 30.9 Note: In case of (a) small value contracts not exceeding ₹20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- 30.10 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- 30.10.1 Cash (as permissible under the extant Income Tax Act)
- 30.10.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 30.10.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 30.10.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 30.10.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 30.10.6 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 30.11 Security Deposit shall be released by individual BHEL units to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 30.12 The Security Deposit shall not carry any interest.
- 30.13 In case of failure of the contractor to fulfil any of the tender / Contract obligations, either the whole of the contract or any part or in case actions under the Guidelines for Suspension of Business Dealings with Suppliers and Contractors is taken against a contractor, EMD and Security Deposit shall be liable for forfeiture as per BHEL Guidelines.

### **31 GOODS CONSIGNMENT NOTE**

- 31.1 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 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.
- 31.2 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 will have the right to terminate the Contract or take appropriate action.

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- 31.3 Once G.C. 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.
- 31.4 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.
- 31.5 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.
- 31.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / WCM (CONTRACTS DEPARTMENT) and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
- 31.7 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.

### **32 TAX INVOICE**

- 32.1 Duplicate Transporter Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax 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 Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.
- 32.2 In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 32.3 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 duty forms as applicable.

### **33 DESPATCH & ENROUTE DOCUMENTS**

- 33.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carriers responsibility
- 33.2 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from 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.
- 33.3 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 by the Transport Carrier concerned.
- 33.4 Wherever Road Permit Form 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 Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ₹25,000/- per-form as on date.
- 33.5 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.

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- 33.6 If a consignment is detained enroute 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.
- 33.7 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 TAX 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

### **34 ESCORT FOR CONSIGNMENTS**

- 34.1 Where BHEL intends to depute an escort for certain important consignments, they 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.

### **35 INDEMNITY:**

- 35.1 The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 35.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.
- 35.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- 35.3.1 Observance of Labour & Industrial Laws.
- 35.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 35.3.3 Documentary compliance relating to freight billing.
- 35.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

### **36 RESOLUTION OF DISPUTES**

- 36.1 The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
- 36.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 36.3 Notes:
- 36.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 36.3.2 Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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- 36.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the tender.
- 36.5 The Annexure-1 together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.
- 36.6 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .
- 36.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 36.8 Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 36.9 The seat of arbitration shall be the place from which the Contract is issued.
- 36.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 36.11 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 36.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- 36.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 36.14 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

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**ANNEXURE-1**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

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13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
  1. The proceedings of Conciliation under this Scheme may be terminated as follows:
    - a. On the date of signing of the Settlement agreement by the Parties; or,
    - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,

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- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

2. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.  Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

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The parties will bear their own costs including cost of presenting their cases/ evidence/ witness(es) /expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

3. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
4. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
5. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
6. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
7. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
8. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
9. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
10. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
11. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
12. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

**Appendix I**

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

**Appendix II****FORMAT FOR GIVING CONSENT BY CONTRACTOR /VENDOR/ CUSTOMER/ COLLABORATOR /CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No

&amp; date\_\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor**  
Name, with designation Date

**Appendix III****STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

### 37 RIGHTS

- 37.1 BHEL may enter into parallel Contract simultaneously other than this contract with any number of Transporters as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the schedules / consignment categories.
- 37.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- 37.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition, BHEL has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
- 37.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However, hiring of vehicles and services from other agencies/Transporters is permitted.
- 37.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 37.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 37.7 It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicles are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the despatch of the materials being despatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
- 37.8 BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.

### 38 BHEL'S FRAUD PREVENTION POLICY

- 38.1 The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**39 BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**

"The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

39.1 Integrity commitment, performance of the contract and punitive action thereof:

39.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

39.1.2 Commitment by Bidder/ Supplier/ Contractor:

39.1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

39.1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

39.1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

**40 PREFERENCE TO MAKE IN INDIA:**

40.1 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

**41 EMS, SECURITY AND SAFETY REGULATIONS**

41.1 Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route 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.

**42 COMPENSATION CLAUSE**

42.1 "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

42.1.1 victim: any person who suffers permanent disablement or dies in an accident as defined below

Date :

Place:

*Signature of the Bidder with seal*

*(Authorized Signatory)*

- 42.1.2 accident: any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL units/ offices/ townships and premises/ project sites.
- 42.2 compensation in respect of each of the victims:
- 42.2.1 in the event of death or permanent disability resulting from loss of both limbs: ₹10,00,000/- (Rupees Ten lakh)
- 42.2.2 in the event of other permanent disability: ₹7,00,000/- (Rupees Seven lakh)
- 42.3 permanent disablement: a disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the employee's compensation act, 1923."

### **43 PERFORMANCE EVALUATION**

- 43.1 Performance Evaluation of each Carrier will be made by the respective Logistics Dept. / User Dept. based on (i) Placement of vehicles against our demands, (ii) Delivery in time, (iii) Transshipment enroute, (iv) Updating daily vehicle movement status in VIS, (v) Response, (vi) adherence to quality aspects etc.,
- 43.2 Suitable penal action viz, Business Hold & De-Listing etc., will be initiated on the underperforming / non performing carriers, as per BHEL's procedure & guidelines for Suspension of business Dealings with Suppliers / Contractors.

### **44 MICRO & SMALL ENTERPRISES (MSE)**

- 44.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copy of UDYAM Registration Certificate.
- 44.2 Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal. Document should be notarized or attested by a Gazetted officer.
- 44.3 Any new supplier will be eligible for registration with BHEL as MSE supplier provided UDYAM Registration Certificate is submitted along with application for registration
- 44.4 The above MSE document must be Notarized or attested by a Gazetted Officer.
- 44.5 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 44.6 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women.
- 44.7 Definitions of MSEs owned by SC/ST is under:
- 44.7.1 In case of proprietorship firm, proprietor must be SC/ST.
- 44.7.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

44.8 Definitions of MSEs owned by Women is under:

- 1.1.1 In case of proprietorship firm, proprietor must be woman.
- 1.1.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 1.1.3 In case of private limited companies, at least 51% share must be held by women promoters.

44.9 Authorized Offices to Issue SC/ST certificate.

44.9.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

44.9.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.

44.9.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.

44.9.4 Revenue Officer not below the rank of thasildar.

44.9.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.

44.9.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

#### **45 START-UP CONCESSION**

- 45.1 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by department of industrial policy and promotion shall be submitted along with the tender.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*



## **PART-1 – TECHNO COMMERCIAL BID**

### **Section IV – Specific Terms & Conditions for Mechanical Trailers**

#### **1 OPERATIONAL GUIDELINES FOR CARRIERS**

**Carriers to ensure the following strictly while loading the consignments, in coordination with the loading agencies. The primary responsibility in ensuring the following lies with the Carrier only. This is applicable for loading consignments at BHEL Units, Sub-Contractors Works, Supplier Works, Harbors & all other loading points.**

- 1.1 In trailer category, since three weight slab wise loading seniority are maintained, i.e. (i) up to 25 MT, (ii) above 25 & up to 30 MT and (iii) above 30 MT, at maximum possible extent, vehicle shall be loaded as per the demanded weight slab only. If schedule change in inevitable considering the nature of the consignment, loading pattern etc., then AGM / Logistics may approve for revising the rate schedule. In such cases, the respective carriers should not be allotted with their normal turn demand in the revised rate schedule to avoid allotting excess demand to the carriers in the revised rate schedule.
- 1.2 Where the ODC Consignments are not forming full load and no other ODC Consignments are available for that site, then clubbing of ODC Consignment with Non-ODC Consignments can be done, for full load certification cases, which has to be certified BHEL executive not below the rank of DGM (Commercial / MM / User Dept. / Logistics etc.). This is applicable for combining Consignment Category-Non ODC/ODC together in long bed Trailer Consignment Category also.
- 1.3 Also for other than certified full load cases, the above clubbing of loads can be done for the following cases: -
  - 1.3.1 Due to Sequential erection / commissioning requirements, the materials has to be combined and despatched in the same vehicle
  - 1.3.2 Last despatch to the Site and no further material available for the site under the particular consignment category
  - 1.3.3 Last lot / last despatchable quantum / last formed load to a despatch plan or – to an end tonnage completion to the Site and no further material available for the site under the particular consignment category.
  - 1.3.4 However, clubbing of Non ODC & ODC consignments in the same vehicle and clubbing of Consignment Non ODC/ODC together with long bed Trailer Consignments in the same vehicle is permitted provided that the (i) ratio from ODC Consignment to Consignment Non ODC Consignments is 70:30 (or) (ii) long bed Trailer Consignment to Non ODC and or ODC Consignment is 70: 30.
  - 1.3.5 If Non ODC Consignment is combined in ODC Consignment, then freight will be paid as per Consignment ODC Consignment rates. Also if Non ODC / ODC Consignments are combined in long bed Trailer Consignment, then freight will be paid as per long bed Consignment Category rates, based on the certification from AGM / Logistics.

Date :  
Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

## **PART-1 – TECHNO COMMERCIAL BID**

### **Section V – General Terms & Conditions of the Contract**

#### **1 DEFINITION: -**

**In these general conditions of contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -**

- 1.1 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.
- 1.2 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-In charge 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.
- 1.3 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.
- 1.4 "The Officer-In charge" means, the Officer deputed by the AGM / WCM (CONTRACTS DEPARTMENT) or AGM / Logistics, to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of AGM / WCM (CONTRACTS DEPARTMENT) or AGM / Logistics, or person deputed by him for the particular purposes.
- 1.6 "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 SM/WCM (CONTRACTS DEPARTMENT) authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 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.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 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 recognized 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: -**

- 2.1 The heading to these conditions shall not affect the interpretations thereof.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

**3 WORK TO BE CARRIED OUT: -**

- 3.1 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: -**

- 4.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT). 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: -**

- 5.1 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: -**

- 6.1 The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

**7 ASSIGNMENT OR TRANSFER OF CONTRACT: -**

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

**8 SUB-CONTRACT: -**

- 8.1 The Contractor shall not sub-let any portion of the contract.

**9 COMPLIANCE TO REGULATIONS AND BY-LAWS: -**

- 9.1 The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**10 SECURITY DEPOSIT: -**

- 10.1 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.
- 10.2 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 realized 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.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**11 REFUND OF SECURITY DEPOSIT: -**

- 11.1 The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on completion 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".

**12 ORDERS UNDER THE CONTRACT: -**

- 12.1 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.

**13 CONTRACTOR'S SUPERVISION: -**

- 13.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of DGM of Logistics, to act in his stead.
- 13.2 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.
- 13.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM/Logistics or the OFFICER-INCHARGE, to receive instructions.
- 13.4 The Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT), 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.

**14 LABOUR: -**

- 14.1 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.

**15 PRECAUTIONS AGAINST RISK: -**

- 15.1 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.

**16 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -**

- 16.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT) 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.

**17 LAWS GOVERNING THE CONTRACT: -**

- 17.1 The contract shall be governed by the Indian Laws for time being in force.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

**18 CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**

- 18.1 BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall: -

- 18.2 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  
18.3 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  
18.4 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.

**19 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,

- 19.1 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  
19.2 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,  
19.3 The contractor shall not Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.  
19.4 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 an Executive not below the rank of DGM of Logistics or WCM (CONTRACTS DEPARTMENT) 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 the Executive not below the rank of DGM of Logistics or WCM (CONTRACTS DEPARTMENT), or the same shall be recovered from the Contractor by other means.  
19.5 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 Executive not below the rank of DGM of Logistics or WCM (CONTRACTS DEPARTMENT), whose decision shall be final and conclusive.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

**20 CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:**

If the Contractor:

- 20.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT), or his authorized representative;
- 20.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 20.3 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 the Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT), 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 the Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT)** 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 Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT), whose decision shall be final and conclusive.

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

- 21.1 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.

**22 SPECIAL POWER TO TERMINATION: -**

- 22.1 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 Executive not below the rank of DGM of WCM (CONTRACTS DEPARTMENT), 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.

**23 SUBMISSION OF BILLS BY CONTRACTOR: -**

- 23.1 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 Executive not below the rank of DGM of Logistics or Stores separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following aspects:
- 23.2 Deviation from the items provided in the contract documents.
- 23.3 Extra items / new items of work.
- 23.4 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.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

**24 PAYMENT OF BILLS: -**

- 24.1 All payments to be made to the transporter, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days, after receipt of the bill along with consignee's acknowledgement. Wherever applicable payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days after receipt of bill along with consignee's acknowledgement.

**25 RECOVERY FROM CONTRACTOR: -**

- 25.1 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.

**26 POST TECHNICAL AUDIT OF WORK AND BILLS: -**

- 26.1 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.

**27 FORCE MEJEURE CLAUSE: -**

- 27.1 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.) provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof 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 Executive not below the rank of DGM of Logistics or Commercial subject to prompt notification by the contractor.

**28 SIGNING OF CONTRACT: -**

- 28.1 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 authorized 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 authorized 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 authorized to do so, shall accompany the contract.

**29 STATUTORY REQUIREMENTS:**

- 29.1 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, GST Act and all other applicable Acts shall be complied with by the Contractor.
- 29.2 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.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

- 29.3 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.
- 29.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 29.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**30 REGISTERS & RECORDS: -**

- 30.1 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: -**

- 31.1 The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

**32 REMOTE TRANSACTIONS: -**

- 32.1 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: -**

- 33.1 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: -**

- 34.1 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 EMPLOYER'S INTERESTS**

- 35.1 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

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*



**PART-1 – TECHNO COMMERCIAL BID**

**Section VI – Safety Conditions**

**1 GENERAL**

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


**2 HANDLING OF VEHICLES INSIDE BHEL UNITS**

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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)  
Page **57** of **73**

**PART-1 – TECHNO COMMERCIAL BID****Section VII – Operational Control Procedure**

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

- 1.0 Purpose : To ensure safety in transporting materials through LCV, HCV / Lorry, Taurus, Trailers Hydraulic Axle Modular vehicles etc..
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
- 3.0 Responsibility : Sr. Manager / Logistics
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6  
Central Motor Vehicles Act and Rules  
Contract given by BHEL.  
Record of Hazard and Risk

## 6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license 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 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	Commercial/Logistics

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**PART-1 – TECHNO COMMERCIAL BID****Section VIII – Pre Qualification Requirements and Evaluation Criteria**

An essential qualification requirement of the contractor for tender submission shall be as under:

**1. INDIAN BANK ASSOCIATION (IBA) RECOMMENDATION:**

- a. The Bidder should have an IBA recommendation number on the date of opening of tender. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this tendering process.
- b. Considering the COVID-19 scenario, If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 6 months as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.
- c. Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- d. In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.
- e. MSE Bidders and all start-ups recognized by Department for Promotion of Industry & Internal trade also should have IBA recommendation number on the date of opening of Techno-commercial bid and shall maintain the same during the execution of contract.

**2. AFFIDAVIT**

Applicant shall ensure furnishing an undertaking in the form of an affidavit (Proforma-I) on non-judicial stamp paper valued `100/- and duly self-attested by the Bidder.

**3. ESTABLISHMENT OF THE TRANSPORT CARRIER**

- a) Only registered/licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tender. The details of the registration are below: -
  - i. Public Limited Companies – Registered with “Registrars of Companies (ROC)”
  - ii. Private Limited – Registered with “Registrars of Companies (ROC)”
  - iii. Partnership Firm – Registered Partnership Deed.
  - iv. Sole Proprietorship – (i) Business License / Certificate/registration document issued by Sales Tax/GST/Professional Tax authorities (ii) Registration/licensing document issued in the name of the proprietary concern by the Central Government or State Government Authority/ Department, etc. (iii) The complete Income Tax return (not just the acknowledgement) in the name of the sole proprietor where the firm’s income is reflected, duly authenticated/ acknowledged by the Income Tax Authorities
- b) Relevant documentary proof for proof of registration shall be enclosed
- c) Unregistered Partnership Firms will not be considered. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

**4. INTEGRITY PACT**

The Integrity Pact attached is an integral part of the enlistment terms & conditions. The Integrity Pact should be duly filled in, signed by authorized Signatory in all pages with due witness and affixed with official seal and sent along with the application.

The application of the Transport Carriers who have not furnished the Integrity Pact duly

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

signed & stamped by them will not be considered as technically qualified and hence their application will be rejected and not processed further. Integrity Pact is one of the qualifying / eligibility criteria of the enlistment. Bidder has to submit format 5 duly filled, seal and sign along with technical bid.

Present Panel

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

5. The above four documents shall be enclosed in Part-I of tender document without fail.

6. **Applicable EMD amount.**

Category	Schedules	EMD Amount
1	Schedule 1	Rs 50,000/-
2	Schedule 3	Rs 1,00,000/-
3	Schedule 2 and/or Schedule 4 and/or Schedule 5 and/or Schedule 6	RS 20,000/-
4	Combination of category 1 & 2	Rs 1,50,000/-
5	Combination of category 1 & 3	Rs 70,000/-
6	Combination of category 2 & 3	Rs 1,20,000/-
7	Combination of category 1, 2 & 3	Rs 1,70,000/-

#### 7. Fleet Ownership

a) The Bidder should own minimum the number of vehicles given below for the vehicle category T8: -

Cat	Type	Number of vehicles	Minimum Capacity (MT)
T 8	Mechanical Long Bed Trailer	1	25

Ownership should be in the name of Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.

b) Ownership should be in the name of Company wherein the bidder is a Company (Private Limited, Public Limited etc.) Registered under Indian Companies Act, 1956.

c) In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favor of company.

Documents to be submitted: -

- Self-attested printout copy of vehicle particular available in the websites of MINISTRY OF ROAD TRANSPORT & HIGHWAYS (<https://parivahan.gov.in> or <https://parivahan.gov.in>) showing latest fleet owner details along with Copy of RC Book.
- If the vehicle details are not updated / available in the above websites, alternatively the bidder can submit Self-attested original copy of RTO Authenticated documents (RTO Certificate) showing vehicle number, owner's name, type of vehicle, carrying capacity, year of manufacturing etc., as per Format-1 or the format prescribed by RTA. In this case these RTO / RTA certificates should not be older than 3 months from the date of publication of Tender notice. The copies of RTO / RTA Certificates will be communicated to the respective RTAs for their confirmation of its authenticity, if required.
- For quoting Mechanical Long Bed Trailer (T8) category, the bidder should enclose

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

acknowledged GC/LR copy, confirming delivery of the consignments and indicating length of the consignment more than 15 meters. Vehicle mentioned in GC/LR should be on the name of bidder.

- d) The number of vehicles mentioned above, are only for the purpose of Pre-Qualification and it is not enough to meet the volume of business of BHEL against this Tender. Hence, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL / business volume of BHEL in favour of company.

**Important Note: -**

- i. The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.
- ii. All the supporting documents enclosed shall be duly self-attested by the bidder concerned.
- iii. All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.
- iv. All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL.
- v. Corrigendum(s), if issued by BHEL, shall be enclosed along with the Techno Commercial Bid.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

**PART-1 – TECHNO COMMERCIAL BID**  
**Section IX – Tender Formats**

**FORMAT-1 – For Mechanical Trailer Category**  
**RTO Authentication**

The registration and other relevant particulars of the below said vehicle in line with **Form No.23 of CMV Rule 48** are furnished below as desired by M/s..... against their application dt..... under receipt of requisite fees of Rs...../- (Rupees..... only -. vide our office receipt number ..... dated.....

- Vehicle Registration No : .....
- Name of the Regd. Owner : .....
- Full Address : .....
- Date of Registration : .....
- Registering Authority : .....
- Class of Vehicle : .....
- Maker's Name : .....
- Type of Body : .....
- Month/Year of Manufacture : .....
- Engine Number : .....
- Chassis Number : .....
- Trailer's Chassis Number : .....
- Horse Power of Prime-Mover : .....
- Dimension Of Trailer : Length : .....  
Width : .....  
Height : .....
- Capacity of Trailer : : a. Unladen Weight : .....  
(as Registered ) : b. Gross Weight : .....
- Number, Description and : a. Front Axle : .....  
Size of Tyres : b. Rear Axle : .....  
c. Any Other Axle : .....  
d. Tandem Axle : .....
- Regd. Axle Weight : a. Front Axle : .....  
b. Rear Axle : .....  
c. Any Other Axle : .....  
d. Tandem Axle : .....
- Fitness Certificate (F.C) Validity : .....
- Road Tax Token Validity : .....
- Insurance Validity : .....
- Authorization for National Permit : .....  
with current validity : .....
- State(s) for which Permit is given : .....

Name & Signature of Registration Authority affixing official seal.

Date :

Place:

*Signature of the Bidder with seal*  
*(Authorized Signatory)*

**AFFIDAVIT-CUM-UNDERTAKING**

**(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)**

I/ We, ....., S/o. .... Aged about ..... years, Occ: ....., Resident of ....., do hereby solemnly affirm on oath and state as follows:

I/ We am working as \_\_\_\_\_ in M/s. \_\_\_\_\_, i.e. the bidder herein.

I/ We hereby declare that I/ We have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I/ We am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I/ We am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I/ We submit the same hereunder.

- I/ We hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business ..... for last ..... Years.
- I/ We state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN In case of Proprietor / Partner	DIN for Director

- I/ We state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).
- I/ We state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.
- I/ We hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.
- I/ We further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- I/ We intend to bid for the schedules as mentioned in the Tender Data Sheet. I/ We intend to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued. I/ We understand that payments by BHEL will be made only at the request of the Bidder and upon approval by the BHEL in accordance with the terms and conditions of the agreement between the Bidder and BHEL, and will be subject in all respects to the terms and conditions of the specific Agreement. No party other than the Bidder shall derive any rights from the Agreement or have any claim to the funds.
- I/ We declare that I/ We am/ are accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in the Tender Documents, unconditionally, without any deviation. Also I/ We declare that I/ We have fully understood the despatch requirements, terms & conditions of BHEL and signed the documents accordingly.
- I/ We certify that this is a Bonafide tender, intended to be competitive, and that I/ We have not fixed or adjusted the amount of our Bid in accordance with any Person, Body, or Association

That the facts stated above are true and correct to the best of my/ our knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

Signed	
Name ( Print )	
Title	
For and on behalf of	
Date	
<b>Full Address, including postal code to which all communications related to this tender should be sent</b>	
Telephone Number	
E mail ID	
<b>List of Documents enclosed with the tender</b>	

NOTARY

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)



**FORMAT-3****NO DEVIATION CERTIFICATE****<To be typed in Bidder's letter head>****TENDER NO. 975522010E**

This is to declare that we do not have any deviations to the tender terms and conditions as per the following:-

**A. Part-1 – Techno Commercial Bid**

Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract applicable for all Categories
Section IV	Specific Terms & Conditions for Mechanical Trailer
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	Pre-Qualification Requirements (PQR) and Evaluation Criteria
Section IX	Tender Formats

**B. Part-2 – Price Bid**

The price bid comprises the following documents: -

- Work / Rate Schedules : Price bid proforma

And accordingly we accept all the Terms and conditions of TENDER NO. 975522010E without any reservations whatsoever.

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. We understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.

Yours faithfully,

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

<To be typed in Bidder's letter head>

**DECLARATION**

With reference to the above Tender Enquiry, this is to declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, we are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours faithfully,

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)  
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**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contracts for Road Transportation Contract for length ODC trailer (975522010E). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

## **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 - Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

Date :

Place:

*Signature of the Bidder with seal  
(Authorized Signatory)*

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### **Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

**For & On behalf of the Principal**

**For & On behalf of the Bidder/Contractor**

(Office Seal)

Place:

Date:

(Office Seal)

Place:

Date:

Witness:

(Name & Address)

Witness:

(Name & Address)

*Date :*

*Place:*

*Signature of the Bidder with seal  
(Authorized Signatory)*

# **PART-2**

## **Price Bid**

### **COMMERCIAL CONDITIONS WHICH WILL BE APPLICABLE FOR CONSIGNMENT CATEGORIEY T8 / REGIONS**

1. Rates shall be quoted on “Rate in per MT per KM” Basis
2. Full Load / Volume load Payment will be as follows.

Vehicle Category	Weight range op consignments loaded for which full Load or volume load		Freight will be paid for the following weight or RC Book passing wt. capacity whichever is less
	certification is not required	certification is required	
T8	>24.00 to 25 MT	Less than 24 MT	25 MT

3. Detention Charges, Penalty Charges, Storage Charges, etc., will apply as per Special Conditions of the Contract.
4. The minimum chargeable distance would be 200 km. In other words, even if the distance is less than 200 km, freight will be paid for 200 km
5. For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh), or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid for the hilly portion, over & above the applicable freight.
6. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.
7. If empty container is transported in any trailer category of vehicles, volume load will be automatically given for 25 MT.
8. Tonnage mentioned is only indicative. Variation up to +30% will be allowed.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)  
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**Price Bid - WORK / RATE SCHEDULE****CONSIGNMENT CATEGORY-T8****Long Bed Mechanical Trailer**

Schedule No.	Scope	Approx. Tonnage (MT)	Avg. Distance in KM	Rate Sch. No.	Rate in ₹ per MT per km (excluding GST)
1	Transportation of consignment from <b>Zone-1</b> to <b>Zone-1</b>	2993	857	BAP/CT21/SF11	< to be filled in online EPS portal only>
2	Transportation of consignment from <b>Zone-1</b> to <b>Zone-2</b>	383	1297	BAP/CT21/SF12	< to be filled in online EPS portal only>
3	Transportation of consignment from <b>Zone-1</b> to <b>Zone-3</b>	6891	1850	BAP/CT21/SF13	< to be filled in online EPS portal only>
4	Transportation of consignment from <b>Zone-1</b> to <b>Zone-4</b>	181	1963	BAP/CT21/SF14	< to be filled in online EPS portal only>
5	Transportation of consignment from <b>Zone-1</b> to <b>Zone-5</b>	344	2006	BAP/CT21/SF15	< to be filled in online EPS portal only>
6	Transportation of consignment from <b>Zone-1</b> to <b>Zone-6</b>	250	2759	BAP/CT21/SF16	< to be filled in online EPS portal only>

**ADDITIONAL DETAILS**

Sl. No.	Rate Schedule	Tonnage(MT)	Material detail
1	BAP/CT21/SF11	2993	2542 MT (Ramagundam-2160 MT, RINL VIZAG-382 MT) CE bundle of length 16.56 Mtrs & Balance ESP & FGD Fabrication materials.
2	BAP/CT21/SF12	383	383 MT ESP & FGD Fabrication materials.
3	BAP/CT21/SF13	6891	4932 MT(Patratu-3500 MT,Sagardighi-1432 MT)CE bundle of length 16.06 Mtrs & Nalco Damanjodi-174 MT CE bundle of length 16.56 Mtrs & Balance ESP & FGD Fabrication materials.
4	BAP/CT21/SF14	181	181 MT-ESP & FGD Fabrication materials.
5	BAP/CT21/SF15	344	ESP & FGD Fabrication materials.
6	BAP/CT21/SF16	250	FGD Fabrication materials.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)