



GENERAL CONDITIONS OF CONTRACT FOR ALL INDIA ROAD TRANSPORTATION RATE CONTRACTS



**Logistics Department
Bharat Heavy Electricals Limited
BHOPAL (MP)**



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PART – I

INSTRUCTION TO BIDDER

| CLAUSE NO | DESCRIPTION |
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| 1.0 | SUBMISSION OF TENDERS The tenderers must submit their tenders in Two Part Bid System in separate sealed covers as detailed below : PART-I (TECHNO-COMMERCIAL BID). PART-II (PRICE BID) |
| 2.0 | PART-I (TECHNO-COMMERCIAL BID) This shall include the following : 2.1 Covering letter of bidder alongwith Power of Attorney for signing the tender documents. 2.2 Volume-IA – General Conditions of Contract (GCC) duly signed & sealed on each page by the tenderer / Power of attorney. 2.3 Volume-IB – Special Conditions of Contract (SCC) duly signed & sealed on each page by the tenderer / Power of attorney. |
| 2.4 | EMD : Earnest Money Deposit of Rs. 42,860/- (Rupees Forty Two Thousand Eight Hundred Sixty only) shall be furnished. ALTERNATIVELY In case of, the bidder is already having One Time EMD arrangement with BHEL / Bhopal by depositing an amount of of Rs.5(Five)Lakh on long term basis, copy of evidence to be submitted. MSE bidders are exempted from submission of EMD subjected to submission of proper credentials i.e. valid UAM etc. MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. All above to be kept inside a sealed envelope superscribing the following : PART – I (Techno-Commercial Bid) TENDER NO. NAME OF WORK DUE DATE OF SUBMISSION. |
| 3.0 | PART – II (PRICE BID) Schedule of Rates Annexure-II of SCC (in the rate /price column, the rate / price figures should be entered clearly and without any ambiguity). Tenderer shall submit Part -II tender duly sealed in one cover, superscribed as: PART – II (PRICE BID) TENDER NO. NAME OF WORK DUE DATE OF SUBMISSION. |
| 4.0 | MAIN COVER As detailed above of Part-I & Part- II tenders shall be enclosed in one main cover duly sealed and super scribed as: GCC & SCC , PRICE BID AND EMD TENDER NO. NAME OF WORK |



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| | DUE DATE OF SUBMISSION. |
| 5.0 | SUBMISSION OF TENDERS |
| 5.1 | By Post/Couriers Place of tender submission will be "Tender room, Adm Building, Ground Floor, BHEL Bhopal". Tenders submitted by post shall be sent by 'REGISTERED POST' / by Courier Service and shall be posted with due allowance for any postal delay. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post. The tenders received after the due date and time of submission shall be outrightly rejected. |
| 5.2 | By Fax/e-mail/e-Procurement/Electronic Data Transfer The offers received through Fax/e-mail/e-Procurement/Electronic Data Transfer can be sent if specified in the tender. The tenders received after the due date and times of submission are liable to be rejected. |
| 6.0 | OPENING OF TENDERS |
| 6.1 | Part-I (Techno-Commercial Bid) will be opened first on Due Date of Submission as mentioned in NIT for which bidder may depute representative. |
| 6.2 | Part-II (Price Bid) of those bidders only whose Part -I tender (including Pre-Qualifying Requirements & Criteria PQRC Check-List) is found acceptable, will be opened on a date and place to be informed later. Bidders may depute their representatives to participate in opening of price bids. |
| 7.0 | RATES TO BE IN FIGURES AND WORDS |
| 7.1 | The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used. |
| 7.2 | If, in the price structure quoted for the required goods/ services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. |
| 7.3 | If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and |
| 7.4 | If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. |
| 7.5 | If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored. |
| 8.0 | CORRECTIONS AND ALTERATIONS |
| | Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person (s) signing the bid else bid shall be liable for rejection. |
| 9.0 | ALL PAGES TO BE INITIALLED |
| | All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialed with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-II of tender) authorizing him to sign on behalf of the tenderer before submission of tender. |
| 10.0 | ADDENDA/Corrigenda/Amendments |
| | ADDENDA/Corrigenda/Amendments to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents |
| 11.0 | INFORMATION |



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| | <p>The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.</p> |
| 12.0 | ENCLOSURES |
| 12.1 | The enclosures to be enclosed alongwith Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents. |
| 12.2 | Power of Attorney: An attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose. |
| 12.3 | Any other documents required in terms of this notice. |
| 13.0 | GENERAL |
| 13.1 | The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered. |
| 13.2 | The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights in this regard without assigning any reasons whatsoever. |
| 14.0 | Conditional and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected. |
| 15.0 | If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character. |
| 16.0 | BHEL will not be bound by any power of attorney/ granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned. |
| 17.0 | If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits. |
| 18.0 | Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection. |
| 19.0 | Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit. |
| 20.0 | The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder. |
| 21.0 | BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not. |
| 22.0 | In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be |



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| | Volume-II Technical specifications (for technical aspects); Special conditions of contract followed by General condition of contract (for commercial aspects). |
| 23.0 | Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non compliance of any tender instructions may result in the rejection of the tender offer. |
| 24.0 | The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contact the authority inviting the tender for clarification before the submission of the tender. |
| 25.0 | The bidder shall make independent enquiry as to the conditions and circumstance affecting his tender estimate and to the possibility of executing the supplies/ works as described. In assessing the tender it will be deemed that the bidder has inspected and examined the site and its surroundings and to have satisfied for the completion of the work and the means of transport and access to the site. The accommodation he may require, the general labour position at the site and to have fixed his prices taking into consideration the risk, contingencies and other circumstances which may influence or affect the execution of the contract. |



PART – II

GENERAL CONDITIONS OF CONTRACT

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| 1.0 | APPLICATION Unless otherwise provided in the Contract Documents, these General Conditions shall govern the works accompanying technical details, if any. Special conditions of Contract shall be read in conjunction with these General Conditions and these conditions will form a part of the Contract Documents and contract agreement. |
| 2.0 | DEFINITION OF TERMS In construing these General Conditions, Special conditions and accompanying Specifications the following words shall have the meaning herein assigned to them except where the context otherwise requires. |
| 2.0.1 | “BHEL” shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi, or its Administrative Officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf. |
| 2.0.2 | Executive Director / General Manager shall mean the officer in administrative charge of BHEL’s Unit/Region or other offices. |
| 2.0.3 | Head of Logistics/Head of the CDC shall mean the officer in administrative charge of Logistics/CDC Department of BHEL’s Unit/Region or other offices. |
| 2.0.3 | The “Bidder / Tenderer” shall mean financially sound, experienced and renowned companies/logistics service providers/ freight services providers/ transporters having requisite resources/ inventory, experience and technical manpower who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle or Hydraulic Trailer through road |
| 2.0.4 | “Goods” shall mean plants, equipment or materials to be transported under the Contract Documents |
| 2.0.5 | The “transporter/Contractor” shall mean the successful Bidder / Tenderer who is awarded the Contract and shall be deemed to include the Contractor’s successors, assigns, heirs, executors, administrators. |
| 2.0.6 | The “Sub-contractor” shall mean individual or firm to whom any part of the work has been Subletted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns. |
| 2.0.7 | “Acceptance of Tender” shall mean Telegraph /Telex /Telefax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender. |
| 2.0.8 | “Contract Price” means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained. |
| 2.0.9 | “Contract” shall mean the Agreement between the Contractor and BHEL for execution of the payment for the Work as defined in the Contract Documents. |
| 2.0.10 | The “Contract Documents” shall mean and include the General Conditions of Contract (GCC), Special Conditions of the Contract (SCC) Specifications and Schedules, Drawings and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses “Contract” of these General Conditions and other documents that may form part(s) of the Contract Documents. |
| 2.0.11 | “Transportation” shall mean the safe & secure movement of goods from one location to another location |
| 2.0.12 | “Road transportation” shall mean safe & secure movement of goods from one location to another by Road. |
| 2.0.13 | “Sea transportation” shall mean safe & secure movement of goods from one location to another by sea within India. |
| 2.0.14 | “Inland Water transportation” shall mean safe & secure movement of goods from one location to another by inland waterways. |
| 2.0.15 | “Air transportation” shall mean safe & secure movement of goods from one airport to another airport by air |
| 2.0.16 | “Point-to-Point Transportation” shall mean safe & secure movement of goods from fixed source to fixed destination. |



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| 2.0.17 | “Multimodal transportation” shall mean safe & secure movement of goods from one location to another by using more than one mode of transportation i.e. road, sea, inland waterways & air |
| 2.0.18 | “Fixed Additional Charges” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work. |
| 2.0.19 | “Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated in GCC or SCC. |
| 2.0.20 | “GVW” shall mean Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle |
| 2.0.21 | “LCV” shall mean Light Commercial Vehicle having capacity to load goods up to 3.5 MT (MINI) |
| 2.0.22 | “HCV” shall mean Heavy Commercial Vehicle having capacity to load goods up to 7 MT (SUPER MINI) |
| 2.0.23 | “Truck” shall mean vehicle having capacity to load goods up to 9 MT (NORMAL) |
| 2.0.24 | “Multi-Axle Vehicle” shall mean vehicle having capacity to load goods up to 15 MT (TAURUS) |
| 2.0.25 | “Trailer” shall mean vehicle having capacity to load goods from 15 MT to 35 MT |
| 2.0.26 | “Hydraulic Trailer” shall mean modular hydraulic trailer having features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both, and v) puller tractor to pull or push modular hydraulic axles |
| 2.0.27 | “Additional Transit Time” shall mean the additional days provided to deliver the material subject to conditions in Clause 15.0 |
| 2.0.28 | “Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of the such services remains with the contractor |
| 2.0.29 | “Long Term Rate Contract” shall mean the rate contracts entered with number of Contractors for a specific period. |
| 2.0.30 | “Point-to-Point Contract” shall mean the contract entered with contractor for transportation of one ODC from a specific point to another specific point. The payment is lump sum basis. |
| 2.0.31 | “Detention” shall mean the stoppage of vehicle at loading, enroute or unloading point. |
| 3.0 | SCOPE OF CONTRACT |
| 3.1 | Transportation of goods from and to BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites within India by Road |
| 3.2 | Loading Plan & Load Diagram as per specification if specifically mentioned in Special Conditions of contract |
| 3.3 | Lashing Plan as per specification if specifically mentioned in Special Conditions of contract |
| 3.4 | Journey Management as per specification if specifically mentioned in Special Conditions of contract |
| 4.0 | CONTRACT AGREEMENT |
| 4.1 | The General Conditions of Contract along with Special Conditions of Contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement. |
| 4.2 | The Contract Agreement as per the specified format provided by BHEL shall be signed within 21 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in Special Conditions of the Contract |
| 5.0 | CONTRACT PRICE/FREIGHT CHARGES |
| 5.1 | <p>The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents. The Contract Price shall be for the entire scope of the Work with the break ups as specified.</p> <p>The individual item rates or lump sum price as the case may be in the schedule of this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified.</p> <p>The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.</p> |
| 5.2 | The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all |



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| | <p>taxes except GST, if payable by transporter. Additional charges as per 5.3 & 5.5 and Price Variation Clause as per Clause 6.0 will be applicable.</p> |
| 5.3 | FIXED ADDITIONAL CHARGES |
| 5.3.1 | ROUTE SURVEY CHARGES |
| | Route survey charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges and should form the part of the price bid. |
| 5.3.2 | FEASIBILITY STUDY CHARGES |
| | Feasibility study Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid. |
| 5.3.3 | CIVIL WORKS CHARGES |
| | Civil works Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid. |
| 5.4 | The freight charges shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, etc. wherever required en route, if not specifically mentioned in the Special Conditions of contract |
| 5.5 | VARIABLE ADDITIONAL CHARGES |
| 5.5.1 | CLEARANCE/PERMITS CHARGES |
| | Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MoRTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Some of the clearance/permit charges will be reimbursed by BHEL in line with Clause 5.5.2, 5.5.3, 5.5.4 and 5.5.5. Such permissions should be made available to BHEL for scrutiny as and when demanded. |
| 5.5.2 | POWER BLOCK / HEIGHT GAUGE CHARGES |
| 5.5.2.1 | The power block / height gauge charges at railway crossings shall be paid initially by the contractor. The Power Block Charges and applicable GST thereon shall be reimbursed along with freight charges on submission of documentary evidence. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid and bill should contain BHEL GSTIN no and BHEL Bhopal Address (In case transporter fails to produce the bill with BHEL GSTIN no. then GST amount shall not be reimbursed). This clause shall be applicable only for the Rate Contracts. |
| 5.5.2.2 | In case of lump sum contracts; the freight charges shall exclude power block/height gauge charges. Hence, power block/ height gauge charges will be payable in lump sum contracts. This clause is applicable for Hydraulic Trailer contracts only. |
| 5.5.3 | STATUTORY CHARGES |
| 5.5.3.1 | Individual Statutory charges more than Rs. 1,000 levied by Governmental authorities e.g. MoRTH/NHAI, RTA, state authority, Electrical Shutdown from State Electricity Boards, Railways, Communication Department etc. for transportation of consignments through inland road transport route shall be reimbursed on production of original receipt or original copy of permission which should clearly indicate the details for charges. |
| 5.5.3.2 | In case of lump-sum contracts; the freight charges shall include Statutory charges (existing on price bid due date). Any statutory charges introduced at the later date will be considered on case to case basis by BHEL. |
| 5.5.4 | MOBILIZATION CHARGES |
| 5.5.4.1 | BHEL reserves the right to reject the mechanical/hydraulic vehicle, the driver and crew of the trailer, if not found fit to BHEL's satisfaction. |
| 5.5.4.2 | No mobilization charges shall be paid in case of LCV/HCV/Truck & trailers. |
| 5.5.4.3 | In case the hydraulic trailer has to be withdrawn i.e. without load after taking inside the loading works, due to reasons attributing to the BHEL/Vendor/Customer, only amount equivalent to 2 days of detention shall be paid towards mobilization charges. |
| 5.5.4.4 | Mobilization charges will be payable in both rate contracts & lump sum contracts. |
| 5.5.5 | DETENTION CHARGES |
| 5.5.5.1 | Detention charges shall be paid when the contractor's vehicle is delayed or detained on the premises |



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| | of consignor, consignee or en-route owing to reasons attributable to BHEL/BHEL's vendor/customer. | | | | |
| 5.5.5.2 | Detention charges will be payable in both rate contracts & lump sum contracts. | | | | |
| 5.5.5.3 | Total detention charges shall be limited to maximum of 50% of the basic freight charges. | | | | |
| 5.5.5.4 | Free time at loading, unloading, en-route and Detention charges shall be specified in SCC. Otherwise for each vehicle it will be as provided in Clause 5.5.5. | | | | |
| 5.5.5.5 | S.No. | Vehicle Type | Free Time in days including the day of Placement / Arrival at Halt station BUT excluding the day of Exit / Resumption of movement from Halt station. | | |
| | | | Loading Point | En-route | Unloading Point |
| 1 | 1 | LCV/HCV/Truck/ OBT/MAV | 3 | 3 | 3 |
| | 2 | Trailer C-I | 3 | 3 | 3 |
| | 3 | Trailer C-II | 3 | 3 | 3 |
| | 4 | Trailer C-III | 3 | 3 | 3 |
| | 5 | Trailer C-IV | 3 | 3 | 3 |
| | 6 | Hydraulic Trailer (Category- C-35-99 MT) | 4 | 2 | 4 |
| | 7 | Hydraulic Trailer (Category- B-100-199 MT) | 7 | 7 | 7 |
| | 8 | Hydraulic Trailer (Category- A – above 200MT) | 7 | 7 | 10 |
| 5.5.5.6 | Illustrations for calculation of detention days (e.g. for Trailers): One vehicle entered at BHEL on 06.07.2017 and exited on 10.07.2017. vehicle stranded en-route from 13.07.2017 to 17.07.2017 and vehicle reached at site on 20.07.2017 and exited on 25.07.2017. Detention payable at loading point: 1 day Detention payable en-route:1 day Detention payable at unloading point: 2 days | | | | |
| 5.5. | STORAGE CHARGES | | | | |
| 5.5.6.1 | Storage charges will be payable in both rate contracts & lump sum contracts. | | | | |
| 5.5.6.2 | Under any circumstances, the transporter shall not auction any consignments belonging to BHEL | | | | |
| 5.5.6.3 | The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired godown in the following cases: | | | | |
| 5.5.6.3.1 | Refusal of the consignee to accept the goods | | | | |
| 5.5.6.3.2 | Labour Strike at Consignee's workplace | | | | |
| 5.5.6.3.3 | Request from BHEL for storage of the goods | | | | |
| 5.5.6.4 | Storage Charges will be as per the following table: | | | | |
| | S.No. | Vehicle Type | Free Period | Demurrage/Storage/Godown | Validity after free period |
| 1 | 1 | LCV/HCV/Truck | 60 Days | 2 Paisa per KG per Day | 365 days |
| 2 | 2 | Trailer | 60 Days | 2 Paisa per KG per Day | 365 days |
| 3 | 3 | Hydraulic Trailer (Category C – 35-99 MT) | To be specified in Special conditions of the Contract or to be taken up by units on case to case basis | | |
| 4 | 4 | Hydraulic Trailer (Category B – 100-199 MT) | | | |
| 5 | 5 | Hydraulic Trailer (Category A – above 200MT) | | | |
| 5.5.7 | LOADING/UNLOADING CHARGES | | | | |



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|------------------------|--|----------------------------|--|
| 5.5.7.1 | Loading/Unloading charges will be payable in both rate contracts & lump sum contracts. | | |
| 5.5.7.2 | Loading/unloading charges shall be applicable wherever loading/unloading is done by the contractor with due approval of BHEL. The contractor shall get consignor/ consignee's endorsement for the loading/unloading activities. Loading/unloading charges will be as per Clause 5.5.7.3 | | |
| 5.5.7.3 | S.No. | Vehicle Type | Charges (In Rupees) |
| | 1 | LCV/HCV/Truck/OBT | 3,200 per loading/unloading per vehicle |
| | 2 | Multi-Axle Vehicle | 6,000 per loading/unloading per vehicle |
| | 3 | Mechanical Trailer (C-I) | 12,000 per loading/unloading per vehicle |
| | 4 | Mechanical Trailer (C-II) | 15,000 per loading/unloading per vehicle |
| | 5 | Mechanical Trailer (C-III) | 20,000 per loading/unloading per vehicle |
| | 6 | Mechanical Trailer (C-IV) | 30,000 per loading/unloading per vehicle |
| | 7 | Hydraulic Trailer | 750 per MT |
| 6.0 | PRICE VARIATION CLAUSE (PVC) FOR DIESEL | | |
| 6.1 | The price variation will not be applicable for lumpsum contracts. | | |
| 6.2 | The diesel rates published in IOCL website in order of the i) city and ii) state capital/Union Territory to be considered as base for calculating the new rates. | | |
| 6.3 | Prevailing Diesel rate as on due date of submission of tender shall be considered as the BASE RATE and Average diesel rate calculated on last day of every month shall be considered as EFFECTIVE RATE for the purpose of PVC applicability for LRs dated for entire next month. Illustration for calculation of effective diesel rate: Average of diesel rates for June 2017 calculated on 30 th June 2017 will be effective for month July 2017 i.e. LR Dated 01 st Jul till 31 st Jul 2017. | | |
| 6.4 | PVC shall be calculated on per Km basis considering the increase or decrease in base rate of Diesel and shall be covered over total distance applicable as per shortest feasible route approved. For every 100 Paise increase / decrease in the BASE RATE of Diesel as compared to the EFFECTIVE RATE of Diesel , the following PVC rates shall be applicable for various categories of vehicles : <ol style="list-style-type: none"> 1. LCV : 15.40 Paise per Km 2. HCV : 20.00 Paise per Km. 3. TRUCK : 25.00 Paise per Km. 4. OBT : 25.00 Paise per Km. 5. MAV : 28.60 Paise per Km. 6. Mech. Trailer (C-I) : 33.30 Paise per Km. 7. Mech. Trailer (C-II) : 34.50 Paise per Km. 8. Mech. Trailer (C-III) : 40.00 Paise per Km. 9. Mech. Trailer (C-IV) : 50.00 Paise per Km. 10. Hyd. Trailer (35 - 99 MT) : 250.00 Paise per Km. 11. Hyd. Trailer (100-199 MT) : 450.00 Paise per Km. 12. Hyd. Trailer (200-250 MT) : 500.00 Paise per Km. | | |
| 6.5 | The PVC rates as above will be proportionate when the increase/decrease of per Liter of diesel is less than 100 Paise per liter or more than 100 Paise per liter. | | |
| 6.6 | Only two digits fraction will be considered for PVC calculation. | | |
| 6.7 | Total Basic Freight for a consignment shall increase / decrease due to this PVC formula as illustrated below. | | |
| 6.8 A | <u>Illustrations for increase :-</u> Base rate of Diesel : Rs.49.16 ; Effective rate of Diesel : Rs.50.16 Increase in Diesel rate : $50.16 - 49.16 = \text{Rs.}1.00 = 100 \text{ Paise}$ Vehicle Category : LCV ; Distance travelled : 1000 Km. ; Total Basic Freight : Rs.15,000/- PVC calculation : $15.40 * 1000 = 15400 \text{ Paise} = \text{Rs.}154/-$ Total Basic Freight after PVC : $\text{Rs.}15000 + 154 = \text{Rs.}15154/-$ Vehicle Category : Mech. Trailer (C-III) ; Distance Travelled : 2700 Km. ; Total Basic Freight : Rs.2,25,000/- PVC Calculation : $40.00 * 2700 = 108000 \text{ Paise} = \text{Rs.}1080.00$ Total Basic Freight after PVC : $\text{Rs.}225000 + 1080 = \text{Rs.}2,26,080.00$ | | |
| - [Page 13 of 28] - | | | |



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| iii B i | <p>Vehicle Category : Hyd. Trailer (100-199MT) ; Distance Travelled : 1069 Km. ; Total Basic Freight : Rs.15,67,000/- PVC Calculation : $450.00 \times 1069 = 481050$ Paise = Rs.4810.50 /- Total Basic Freight after PVC : $Rs.1567000 + 4810.50 = Rs.15,71,810.5$ Illustration for decrease : Base rate of Diesel : Rs.53.33 ; Effective rate of Diesel : Rs.52.72 Decrease in Diesel rate : $53.33 - 52.72 = Rs0.61 = 61$ Paise</p> <p>Vehicle Category : TRUCK ; Distance Travelled : 715 Km. ; Total Basic Freight : Rs.27,200/- PVC calculation : $61/100 \times 25.00 \times 715 = 10903.75$ Paise = Rs.109.04 Total Basic Freight after PVC : $Rs.27200 - 109.04 = Rs.27,090.96$</p> <p>Similarly PVC shall be calculated on Total Basic Freight for all above categories of vehicles considering increase or decrease in the BASE RATE of Diesel.</p> |
| 7.0 | EARNEST MONEY DEPOSIT (EMD) |
| 7.1 | The tenderer is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender enquiry/NIT(Notice inviting Tender). |
| 7.2 | Mode of Deposit: 1) Cash deposit as permissible under the extant Income tax act (before tender opening) 2) EMD is to be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SB Collect etc.) (before tender opening) The following link to be followed for SB Collect platform : https://www.bhelbpl.co.in/qcins/iccs.htm . Bank details of BHEL / Bhopal as per ANNEX-A. 3) Bankers cheque/ Pay order/ Demand draft, in favour of BHEL (with offer) 4) EMD can also be accepted in the form of FDR 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) In addition to the above, EMD amount in excess of Rs. 02 Lakhs may also be accepted in the form of Bank Guarantee as per BG proforma of BHEL from scheduled bank. The Bank guarantee in such cases shall be valid for at least 06 months. |
| 7.3 | EMD by the Tenderer will be forfeited as per Tender Documents if: |
| 7.3.1 | After opening the price bid, the tenderer revokes his bid within the validity period or changes his earlier quoted rates. |
| 7.3.2 | The contractor does not commence the work within the period as per LOI /Contract or fails to deposit required security deposit. |
| 7.4 | Contract agreement should be executed within 21 days of the issue of letter of acceptance. Non-fulfilment of this condition of executing a contract by the Contractor or Supplier would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. |
| 7.5 | EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer. |
| 7.6 | EMD shall not carry any interest. |
| 8.0 | SECURITY DEPOSIT (SD) |
| 8.1 | Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract. |
| 8.2 | 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. |
| 8.3 | The balance amount to make up the required Security Deposit of 5% of the contract value shall be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SB Collect etc.) only , The following link to be followed for SB Collect platform : https://www.bhelbpl.co.in/qcins/iccs.htm . Bank details of BHEL / Bhopal as per ANNEX-A. Alternatively The security deposit amount shall be accepted in the following modes of deposit also : i) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and valid till the completion of contract. All fresh/extended BGs will be issued/extended with minimum claim period of 12 months from date of completion of contract. |



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| | <p>ii) 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)</p> <p>iii) 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)</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection</p> |
| 8.4 | <p>At least 50% of the required Security Deposit , including the EMD , shall be deposited within 30 days of placement of WO. Balance of the Security Deposit can be recovered , if applicable , 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.</p> <p>If the value of the 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.</p> <p>"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest "</p> |
| 8.5 | Security Deposit shall be released to the Contractor upon fulfillment of contractual obligations as per terms of the contract. |
| 8.6 | The Security Deposit shall not carry any interest. |
| 9.0 | OFFER VALIDITY |
| 9.1 | The rates quoted shall be valid for placement of order for a minimum period of 120 days from the date of due date of bid submission. |
| 9.2 | TENURE OF CONTRACT If specifically not mentioned in Special Conditions of contract, the rates should be firm for a period of two years for long term Rate Contracts & twelve months for point-to-point contracts from the date of award of the contract for execution of work. |
| 9.3 | EXTENSION OF CONTRACT |
| 9.3.1 | BHEL reserves the right to extend the contract for a period of three months on the existing terms and conditions. |
| 9.3.2 | The contract period can be further extended for nine months on the existing terms and conditions with mutual agreement between BHEL and contractor. |
| 10.0 | BUSINESS DISTRIBUTION IN RATE CONTRACT |
| 10.1 | Number of maximum contractors for a particular category or schedule Rate Contract shall form the part of SCC. In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters. |
| 10.2 | Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses. |
| 10.3 | In case of splitting of contract value, maximum distribution shall be restricted amongst (N-1) bidders. The highest ratio of contract shall be awarded to L-1 party. Rest of the distributions shall be made by offering the L1 rate to L2, L3, L4 and so on...sequentially in the order of their evaluated positions. If any ratio of distribution remains unallocated due to non- acceptance of rates by any of the parties, then the same shall be offered and distributed amongst L1 and the parties who have accepted the L1 rates in their ratio distribution with their consent. In case no party accepts the L1 rate the 100 % allocation of work shall be offered to L1 party with their consent. |
| 10.4 | Business distribution shall be based on the following formula: Assuming business to be distributed among n parties, the % business for the $L_x = 100 * (n-x+1) / \sum n \text{ (for } n=1 \text{ to } n)$ |



| 10.5 | <p>Example: Assuming the business to be distributed among 7 parties, the business for the parties will be as below:</p> $\Sigma n = (1+2+3+4+5+6+7) = 28$ $L1 = 100x(7-1+1)/28 = 25\%$ $L4 = 100x(7-4+1)/28 = 14\%$ $L7 = 100x(7-7+1)/28 = 4\%$ | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------|---|-------------------------|------------|---|-----|---|-----|--|------|-------------------------|------------|---|-----|---|-----|---|-----|---|-----|---|-----|---|----|---|----|-------|------|
| 10.6 | <p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidder.</p> <p>In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives.</p> <p>Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.7 | <p>SAMPLE CALCULATION</p> <p>Assuming number of parties are 2.</p> <p>Formula $L_x = 100*(n-x+1)/\Sigma n$ (for $n=1$ to n)</p> <table border="1"><thead><tr><th>Bidder Position/Ranking</th><th>% Business</th></tr></thead><tbody><tr><td>1</td><td>67%</td></tr><tr><td>2</td><td>33%</td></tr><tr><td></td><td>100%</td></tr></tbody></table> <p>Assuming number of parties are 7.</p> <table border="1"><thead><tr><th>Bidder Position/Ranking</th><th>% Business</th></tr></thead><tbody><tr><td>1</td><td>25%</td></tr><tr><td>2</td><td>21%</td></tr><tr><td>3</td><td>18%</td></tr><tr><td>4</td><td>14%</td></tr><tr><td>5</td><td>11%</td></tr><tr><td>6</td><td>7%</td></tr><tr><td>7</td><td>4%</td></tr><tr><td>Total</td><td>100%</td></tr></tbody></table> | Bidder Position/Ranking | % Business | 1 | 67% | 2 | 33% | | 100% | Bidder Position/Ranking | % Business | 1 | 25% | 2 | 21% | 3 | 18% | 4 | 14% | 5 | 11% | 6 | 7% | 7 | 4% | Total | 100% |
| Bidder Position/Ranking | % Business | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 67% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 33% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bidder Position/Ranking | % Business | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 25% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 21% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 18% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 14% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 11% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 7% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 4% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.8 | Wherever the no. of transporters is more than 20, the business distribution methodology shall be part of SCC. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.0 | ROUTE SURVEY AND FEASIBILITY STUDY | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.1 | It is the responsibility of the contractor 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. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.2 | If specifically mentioned the Special Conditions of the Contract, the feasibility study charges shall form the part of price bid. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.3 | The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the goods. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.4 | If required by BHEL, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL, if the cost of route survey is not specifically mentioned in SCC. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.6 | The contractor 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 except specially specified in Clause 5 or SCC. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.7 | If specifically mentioned the Special Conditions of the Contract, route survey has to be vetted by IRDA approved surveyor charges of which shall be paid by BHEL. | | | | | | | | | | | | | | | | | | | | | | | | | | |



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| 12.0 | ROUTE & DISTANCE |
| 12.1 | All consignments should be transported through the shortest feasible route approved by BHEL and freight payment will be restricted to the same. |
| 12.2 | The minimum chargeable distance shall be approved & published in Special Conditions of Contract or NIT. |
| 12.3 | Wherever a particular station is not exhibited in the approved list, The shortest route as per the following websites will be considered in the following order: 1. maps.google.com (co.in) 2. mapmyindia.com (co.in) 3. maps.yahoo.com (co.in) |
| 12.4 | In case the shortest route is not feasible, the BHEL distance committee consisting of members from Logistics/Stores, Commercial/Product Group & Finance shall finalize the shortest feasible route and distance. |
| 12.5 | For Mechanical Trailers an additional 12% distance over the basic shortest feasible route for C-I / C-II category will be provided for all C-III / C-IV category consignments qualifying due to width or height considerations. No specific route will be approved for such C-III / C-IV category consignments. However , it will be the responsibility of transporter to follow safe routes only to ensure safe delivery of consignments at the destinations. |
| 13.0 | JOURNEY MANAGEMENT |
| 13.1 | The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone/ web based systems. |
| 13.2 | In case BHEL provides tracking device, then the transporter will be responsible for safe custody and return of device to BHEL in good working condition, as it was issued to him. |
| 13.3 | Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period. |
| 13.4 | The transporters shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode desired by BHEL at regular intervals as specified in SCC. |
| 13.5 | Alternately, BHEL also reserves the right to install an in-house Vehicle Tracking Unit for real-time tracking of consignment. The transporter shall be held responsible to return such VTS unit. |
| 13.6 | For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL. While transporting Transformers/ Reactor, N2 (Nitrogen) pressure level is to be monitored and reported twice a week (at least) by transporters to BHEL with snap of N2 pressure level & the total assembly. |
| 14.0 | DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS |
| 14.1 | The timely delivery of goods is the essence of the contract. The Transporter has to ensure delivery of goods as per the delivery terms defined in GCC. |
| 14.2 | The Delivery time shall be considered excluding date of dispatch and date of delivery. |
| 14.3 | The date of dispatch shall be reckoned as the date of Security/CISF out Gate pass. However, in case the Online Road Permit/Manual Road Permit/GST Invoice are handed over at a later date, the date of dispatch will then be reckoned as the next working day after which the Online Road Permit/Manual Road permit/GST Invoice (whichever is later) is handed over to the contractor. The date of handing over the Online Road Permit/Manual Road Permit shall be certified by an Executive of Contract Management/Commercial. Similarly, the date of handing over of the GST Invoice shall be certified by an Executive of Logistics/CDC/CDX Department. The date of reporting/entry at security/CISF gate at destination/site shall be reckoned as the date of delivery. |
| 14.4 | In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery. |
| 14.5 | Transit time in Days = Distance/ Basic Averaged Running per day. Basic Averaged Running per day |



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| | will be as per following table: | | | | | | | | | |
| | S.No. | Vehicle Type | Plain Region (km) | Hilly Region/North east stretch only (km) | Difficult Terrain(e.g. Orissa, Chhattisgarh and as notified by BHEL units from time to time- to be certified by Head of Logistics) | | | | | |
| | 1 | LCV/HCV | 300 | 150 | 200 | | | | | |
| | 2 | Truck/Multi-Axle Vehicle/Open body | 250 | 125 | 170 | | | | | |
| | 3 | Mechanical Trailers (C-I) Upto 22 MT | 175 | 90 | 120 | | | | | |
| | 4 | Mechanical Trailers (C-II) Upto 25 MT | 150 | 80 | 100 | | | | | |
| | 5 | Mechanical Trailers (C-III) Upto 30 MT | 130 | 70 | 90 | | | | | |
| | 6 | Mechanical Trailers (C-IV) Upto 35 MT | 110 | 60 | 75 | | | | | |
| | 7 | Hydraulic Trailer (Cat-C – 35-99 MT) | 90 | 45 | 60 | | | | | |
| | 8 | Hydraulic Trailer (Cat-B– 100-199 MT) | 70 | 35 | 50 | | | | | |
| | 9 | Hydraulic Trailer (Cat-A – above 200MT-300 MT) | 25 | 15 | 20 | | | | | |
| 15.0 | ADDITIONAL TRANSIT TIME | | | | | | | | | |
| 15.1 | Additional transit time shall be allowed over delivery time in the following cases: | | | | | | | | | |
| 15.1.1 | At each Railway Crossing | | Minimum 4 Days with permission letter or actual on evidence | | | | | | | |
| 15.1.2 | Over dimensional consignment having width or height more than 4 m | | Additional transit time for ODC consignment will be as follows: | | | | | | | |
| | | | Consignment Height/Width | Additional transit time | | | | | | |
| | | | 4000 mm – 5000 mm | 20% of the basic transit time | | | | | | |
| | | | 5000 mm – 6000 mm | 30% of the basic transit time | | | | | | |
| | | | >6000 mm | 40% of the basic transit time | | | | | | |
| 15.1.3 | Self And Delivery Against Consignee Copy | | 7 Days | | | | | | | |
| 15.1.4 | Permissions at state borders/ MoRTH /state authorities | | Actual on evidence | | | | | | | |
| 15.1.5 | Dispatches from & To, through Haridwar/ Uttarakhand during Kanwad Mela | | As per BHEL/government notification | | | | | | | |
| 15.1.6 | For typical designs requiring slow movement in the interest of safety of the consignment, CDC/Logistics shall decide additional transit time in consultation with the concerned departments of BHEL. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery. | | | | | | | | | |
| 15.1.7 | Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the transporter on case-to-case basis. | | | | | | | | | |
| 16.0 | FORCE MAJEURE | | | | | | | | | |
| 16.1 | Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance | | | | | | | | | |



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| | with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions. | | | |
| 16.2 | If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof. | | | |
| 16.3 | The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive. | | | |
| 16.4 | Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents. | | | |
| 17.0 | PENALTY | | | |
| 17.1 | PENALTY FOR DELAY IN PLACEMENT OF VEHICLES | | | |
| 17.1.1 | Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Transporter within stipulated period | | | |
| 17.1.2 | Free time for placement of vehicle shall be specifically mentioned in Special Conditions of the Contract. Free time, if not specified in SCC, shall be as per table below: | | | |
| 17.1.3 | For non-placement of vehicles after free time 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 | | | |
| 17.1.4 | S.No. | Vehicle Type | Free Time for placement (Days) | Penalty per Day (In Rs) |
| | 1 | LCV/HCV/Truck/OBT/MAV | 3 | 750 |
| | 2 | Trailer | 3 | 1000 |
| | 3 | Hydraulic Trailer (Category-C-35-99 MT) | 7 | 2500 |
| | 4 | Hydraulic Trailer (Category-B-100-199 MT) | 7 | 3000 |
| | 5 | Hydraulic Trailer (Category-A – above 200MT) | 7 | 3500 |
| 17.2 | PENALTY FOR NON-PLACEMENT | | | |
| 17.2.1 | In case allocation is cancelled due to non-placement & lifted through any other transporter at the same rate; in addition to penalty for late charges, the non-placement charges equivalent to 2 days of detention charges shall be imposed and recovered from running bill/future bill/ security deposit. | | | |
| 17.3 | PENALTY FOR LATE DELIVERY | | | |
| 17.3.1 | If consignments are not delivered within delivery time including grace time, a penalty @ 0.5% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied. | | | |
| 18.0 | HIRING OF VEHICLES/SERVICES | | | |
| 18.1 | It is preferred that contractor places his own vehicles for transportation. | | | |
| 18.2 | Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted. Hiring could be allowed with/without prior approval of BHEL as per Special Conditions of the contract. In absence of the above data in SCC, the requirement of approval as per following table | | | |
| 18.3 | S.No. | Vehicle Type | Prior Approval from BHEL requirement | |
| | 1 | LCV/HCV/Truck | Not required | |
| | 2 | Trailer | Not required | |



| | | | |
|-------------|--|--|----------|
| | 3 | Hydraulic Trailer (Category-C-35-99 MT) | Required |
| | 4 | Hydraulic Trailer (Category-B-100-199 MT) | Required |
| | 5 | Hydraulic Trailer (Category-A – above 200MT) | Required |
| 18.4 | In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only. | | |
| 18.5 | Hiring of other peripheral services as GPS tracking /civil work/loading /unloading is permitted. | | |
| 19.0 | LOADING & UNLOADING | | |
| 19.1 | LOADING AT CONSIGNOR'S PREMISES | | |
| | Consignor shall be responsible for loading of consignments at its premises. However, if BHEL requests to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 5.5.7. | | |
| 19.2 | UNLOADING AT CONSIGNEE'S PREMISES | | |
| | Consignee shall be responsible for unloading of consignments at its premises. However, if BHEL requests to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 5.5.7. | | |
| 19.3 | LOADING/UNLOADING EN- ROUTE | | |
| | Before loading and unloading at any other places/godowns due to any reason, contractor has to obtain prior approval of BHEL. BHEL will reimburse the loading & unloading charges en route as per Clause 5.5.7, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor. | | |
| 20.0 | WEIGHT MEASUREMENT | | |
| | The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL/consignor for consignments. In cases where either weighbridge records are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the drawing/packing list/Dispatch documents shall be reckoned. | | |
| 21.0 | CONSIGNMENT NOTE CERTIFICATION | | |
| | The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer | | |
| | <ul style="list-style-type: none">i) Registration No(s). of the vehicle(s).ii) No. of the packing cases or liquid quantity in KL.iii) Name & address of the consignor and consignee with specific destination.iv) Description of the consignments with BHEL Purchase Order (PO) reference as applicable.v) Reference to all other relevant information of Dispatch Advice Note, GST Invoice, and Way Bill/Manual Permit/Online Permit etc as applicable from time to time | | |
| 22.0 | EN- ROUTE DOCUMENTS AND EXPENSES | | |
| 22.1 | While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en- route for want of these documents. The <ul style="list-style-type: none">i. Dispatch Advice Note/Challan,ii. GST Tax Invoice/ Delivery Challaniii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',iv. Consignee Copy of LR for door delivery,v. E-Way billvi. Delivery Challan wherever applicablevii. Any other required documents The transporter shall be responsible for delivering the connected documents particularly tax invoice and obtaining acknowledgement of the same. | | |
| 22.2 | Any expenses incurred and detention on this account will be the risk and cost of the Contractors except charges mentioned in Clause 5. | | |
| 22.3 | If a consignment is detained en route by the 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 Contractors and consignment got released and delivered in time. | | |



| 22.4 | The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, Eway-bill , GST Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case such GST invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "GST invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------|---|----------|--------------------------|--------|--------------------------|--|--------------------------|--|-------------|---|-----|-----|------|---|-----|-----|-----|-----|---|------|------|-----|-----|---|---|---|------|----|-----|------------|---|-----|-----|------|------|-----|--------------------|---|---|-----|-------|----|-----|---------|----|---|---|-------|-----|-----|
| 23.0 | VOLUMETRIC CONVERSION FOR BULK/VOLUMINOUS CONSIGNMENTS (Applicable for Courier Contracts Only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.1 | For bulk & light consignments, conversion factor shall be computed as per following formula: $\text{Conversion factor (f)} = \frac{\text{Capacity of the vehicle as per category}}{\text{Volume of the category}}$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.2 | The conversion factor shall be derived from actual vehicle dimensions and shall be specified in SCC. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.3 | In case of placement of special structured vehicle which has more volumetric capacity, the conversion factor shall be calculated based on certification of vehicle dimensions by Logistics/CMM Executive. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.4 | Examples: For speed cargo, the capacity of the vehicle as per the category is 2,500 Kgs & permissible dimensions are 4mx1.5mx1.5m. Conversion factor $f = 2500/9 = 277.78 \text{ kg/m}^3 \sim 278 \text{ Kg/m}^3$ Hence, for converting the volume into weight, the above conversion factor shall be multiplied to the volume. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.5 | Other examples of calculation: conversion factors calculated are only for examples the actual conversion factor shall be derived from actual vehicle dimensions as specified in SCC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"><thead><tr><th>Category</th><th colspan="3">Vehicle Size (In Metres)</th><th>Wt(Kg)</th><th>Volume (m³)</th><th>Conversion factor (kg/m³)</th></tr></thead><tbody><tr><td>Speed Cargo</td><td>4</td><td>1.5</td><td>1.5</td><td>2500</td><td>9</td><td>278</td></tr><tr><td>LCV</td><td>4.5</td><td>1.8</td><td>2</td><td>3500</td><td>16.2</td><td>216</td></tr><tr><td>HCV</td><td>6</td><td>2</td><td>2</td><td>6000</td><td>24</td><td>250</td></tr><tr><td>Open Truck</td><td>6</td><td>2.5</td><td>2.5</td><td>6000</td><td>37.5</td><td>160</td></tr><tr><td>Multi-Axle Vehicle</td><td>7</td><td>2</td><td>2.5</td><td>15000</td><td>35</td><td>429</td></tr><tr><td>Trailer</td><td>12</td><td>3</td><td>3</td><td>22000</td><td>108</td><td>204</td></tr></tbody></table> | Category | Vehicle Size (In Metres) | | | Wt(Kg) | Volume (m ³) | Conversion factor (kg/m ³) | Speed Cargo | 4 | 1.5 | 1.5 | 2500 | 9 | 278 | LCV | 4.5 | 1.8 | 2 | 3500 | 16.2 | 216 | HCV | 6 | 2 | 2 | 6000 | 24 | 250 | Open Truck | 6 | 2.5 | 2.5 | 6000 | 37.5 | 160 | Multi-Axle Vehicle | 7 | 2 | 2.5 | 15000 | 35 | 429 | Trailer | 12 | 3 | 3 | 22000 | 108 | 204 |
| Category | Vehicle Size (In Metres) | | | Wt(Kg) | Volume (m ³) | Conversion factor (kg/m ³) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Speed Cargo | 4 | 1.5 | 1.5 | 2500 | 9 | 278 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LCV | 4.5 | 1.8 | 2 | 3500 | 16.2 | 216 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HCV | 6 | 2 | 2 | 6000 | 24 | 250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Open Truck | 6 | 2.5 | 2.5 | 6000 | 37.5 | 160 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Multi-Axle Vehicle | 7 | 2 | 2.5 | 15000 | 35 | 429 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Trailer | 12 | 3 | 3 | 22000 | 108 | 204 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24.0 | SAFETY OF CONTRACTOR'S WORKMEN The Contractor shall have to indemnify the BHEL against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL premises or anywhere en route. All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



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| | <p>representative.</p> <p>The Contractor shall be bound to indemnify BHEL against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.</p> |
| 25.0 | SAFETY & INSURANCE |
| 25.1 | The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL /CUSTOMER in case of damage / loss and also the contractor shall be responsible for any mishap, accident en route and consequences thereof including legal complications, if any. |
| 25.2 | The Contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable act. |
| 25.3 | In case of accident the transporter or his authorized representative shall arrange to submit the following- I. A copy of FIR lodged in police station of area concerned. II. RC Copy of Vehicle III. Driving License of Driver IV. Damage certificate as ANNEX-B V. Inform the BHEL's underwriter, if available with transporter and concerned BHEL official about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials. |
| 25.4 | All accidents at any point shall be reported immediately to BHEL in writing. 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. |
| 25.5 | Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. 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 officials Shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the contractors responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of 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 and all loss shall be recovered from the contractor. |
| 26.0 | DELIVERY & ACKNOWLEDGEMENT |
| 26.1 | The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle. |
| 26.2 | The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Contractor shall duly attest the signature of the representative. |
| 26.3 | The transporter will be bound to accept letters/notice/claims from BHEL/Insurance Company in accordance with the provision of the Insurance Act. |
| 27.0 | PAYMENT / GST |
| 27.1 | Mode of Payment |
| | To Pay Basis: To be paid by BHEL's customer/Vendor |
| | To be billed: To be paid by BHEL |
| 27.2 | a) Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within |



| | |
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| | <p>30 days from the date of presentation of the bill (complete in all respect which can be processed without any objection related with Logistics or / and Finance), in triplicate along with necessary documentation as per Special Conditions of Contract (SCC).</p> <p>OR</p> <p>b) As per payment terms as specified in SCC.</p> |
| 27.3 | <p>For the consignments booked on "To Pay" basis, where the transporter has to realize payment from the BHEL's customer/Vendor and the BHEL's customer/Vendor does not make the payment, BHEL will accept the freight bills subject to:</p> <ol style="list-style-type: none">Submission of Non-Payment Certificate issued by the BHEL's customer/Vendor to the transporter on Performa as specified by BHELProcessing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group. |
| 27.4 | GST LAW COMPLIANCE |
| 27.4.1 | SAC, Rate of Tax under GST and applicable GST and GSTIN shall be clearly mentioned by Bidder in PQRC checklist of SCC Annexure-I |
| 27.4.2 | <p>1. Unregistered transporter and but GST to be paid on reverse charge basis:</p> <p>Reverse Charge under GST :</p> <ol style="list-style-type: none">Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any. <p>2. Transporters registered under GST and tax to be paid on reverse charge basis :</p> <p>Transporters to ensure filing of GST returns on time giving details of all invoices raised on BHEL.</p> <p>Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter.</p> <p>An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.</p> <ol style="list-style-type: none">Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any. <p>3. Transporter registered & GST payable on forward charge basis:</p> <p>GST to be submitted on time and copy of challan to be submitted along with bill for claiming payment.</p> <p>All GST returns to be submitted on time giving details of all invoices raised on BHEL during the period.</p> <p>Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter.</p> <p>An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.</p> <p>E-WAY BILL PART B : Whenever goods are being transported to transporter godown , e-way bill to be generated by transporters.</p> |
| 27.4.3 | TDS under Income Tax as applicable shall be deducted at prevailing rates on gross invoice value from the RA bills. Any income tax liability of the Contractor at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with Law shall be furnished to the Contractor at his written request to BHEL. Similarly any GST TDS applicable is to be deducted from the bill. |
| 28.0 | TRANS-SHIPMENT |
| 28.1 | For consignments dispatched by Hydraulic trailers, transshipment [unloading from vehicle and then |



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| | reloading on to another vehicle] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bona fide reasons, provided approval is taken from BHEL in advance. |
| 28.2 | BHEL shall specify the consignments where no transshipment is allowed and this shall be ensured by the transporter. For transportation by trucks and mechanical trailers, transporters shall endeavor that direct to destination vehicles are placed and in case of transshipment, the transporter shall ensure that the same category of the vehicle is placed. |
| 28.3 | In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter. |
| 28.4 | For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment under transportation shall be recovered from the transporter. |
| 28.5 | Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. |
| 28.6 | Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment (for any reasons) are collected from the site of damage and transported back to BHEL for free of charge. |
| 29.0 | DISCLOSURE OF INFORMATION |
| 29.1 | The bidder shall necessarily disclose the following information as below: Information regarding employee or direct relation of any employee of BHEL in any way connected as Partner/Shareholder/ Director/Advisor / Consultant/ Employee etc. with the bidder as per Format-I |
| 29.2 | Information regarding group concerns & affiliates etc, details of partners/proprietor/directors as per Format-II |
| 30.0 | CLUBBING OF MATERIAL |
| 30.1 | Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for such cases. |
| 30.2 | If more than three such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines. |
| 31.0 | MALPRACTICES/IRREGULARITIES/TAMPERING WITH LR'S, BILLS |
| 31.1 | During the processing of the bills or at any time, if BHEL finds that transporter has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills/claims claimed by the transporter to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company. |
| 31.2 | Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per Clause 17.3 for the delay in delivery of the consignments from any pending bill/security deposits of the transporter pending with BHEL or through appropriate legal recourse. |
| 32.0 | DAMAGE / LOSS |
| 32.1 | If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or LOGISTICS within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or Logistics as applicable). |
| 32.2 | On receipt of this information, BHEL will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping so that further action will follow. |
| 33.0 | RECOVERY AND RISK PURCHASE |
| 33.1 | All amounts including the losses / damages / penalties / compensation and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this |



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| | amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India. |
| 33.2 | In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the BHEL will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor. |
| 34.0 | INDEMNITY |
| 34.1 | 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/en route. |
| 34.2 | The transporter shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the BHEL 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 |
| 34.3 | The transporters shall further indemnify BHEL against: (i) Observance of Labour & Industrial Laws. (ii) Documentary compliance relating to freight billing. (iii) Indemnity shall cover the entire transit right after loading to the unloading at destination. |
| 35.0 | ARBITRATION |
| | All disputes between the Contractor and Company arising out of or relating to this contract shall, after written notice, by either party to the Contract to the other party, be referred to the sole arbitration of any Arbitrator to be appointed by the Executive Director, BHEL Bhopal, from among the executives of BHEL. The decision of the Arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be in accordance with the provisions of Arbitration & Conciliation Act 1996. The venue of arbitration in all cases shall be at BHEL Bhopal. |
| 36.0 | JURISDICTION |
| | It is only after exhausting the Arbitration clause 36.0 above, further legal proceedings arising under or relating to this contract, the courts at Bhopal only shall have jurisdiction. |
| 37.0 | CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018 |
| | 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 agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), 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. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 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. 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 MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018. |
| 38.0 | SPECIAL NOTE |

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| | <p>(i) The applicability and extent of the provisions under 'General Conditions of Contract' shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under 'Special Conditions of Contract' forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.</p> <p>(ii) In the event of difference noted between 'General Conditions of Contract' and 'Special Conditions of the Contract', the clauses of 'Special Conditions of Contract' will be valid and applicable.</p> <p>(iii) BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.</p> |
| | |

Annexure-A



आरत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
(भारत सरकार का उपकरण)
Bharat Heavy Electricals Limited, Bhopal
(A Govt. of India undertaking)
उत्कृष्टता की ओर अग्रसर
"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

Om Prakash
Signature & Seal
OM PRAKASH
Manager (Finance)
Bharat Heavy Electricals Limited, Bhopal

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
S.K. JAIN
SBIN-2917

भोपाल : 462022, पुस्तकालय : 3500100 (7 लाइन्स), फैक्स : 0755 - 2500425, ग्राम : भारतेलेक
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
WEB SITE ADDRESS : www.bhelbhopal.com



Annexure 'B'

Notice of Damage/Shortage/Discrepancy to consignment on delivery

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

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

Consignment Note (L/R) No

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text"/> |
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Freight Bill No.

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| <input type="text"/> |
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Date:

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| <input type="text"/> |
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Despatch Advice Note No.

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|----------------------|
| <input type="text"/> |
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Date:

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| <input type="text"/> |
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Work Order No.

| |
|----------------------|
| <input type="text"/> |
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Freight charges: (Rs)

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|----------------------|
| <input type="text"/> |
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Consignee

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| <input type="text"/> |
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Destination:

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| <input type="text"/> |
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Particulars of damage/shortage/discrepancy reproduced as reported:

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

Encl:

Comments/Remarks of Consignee, Received L/R copy, Copy of FIR lodged, Damage Report. [Please mark]

Date:

(Authorized signatory of the transporter affixing the Company Seal)



**THIS “GCC” IS THE INTEGRAL PART OF “NOTICE INVITING TENDER
NIT Ref : LGX / RC / E-00435” TO THE EXTENT, APPLICABLE FOR TRANSPORTATION
BY TRUCKS AND IS TO BE SIGNED AND SEALED ON EACH PAGE BY THE TENDERER
AS CONFIRMATION OF THEIR ACCEPTANCE.**

- Addl.General Manager (Logistics)
Bharat Heavy Electricals Ltd., Bhopal