

BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/ CTC EDN-LT/ 2022
2.	Tender Type	Limited Tender -Two part (e-Tender)
3.	Name of works	Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) through Road, by engaging suitable Mechanical Vehicles such as Trucks / Mechanical Trailers / Hydraulic Trailers etc. (Consignment Weight up to 41 MT) for BHEL-EDN, Bangalore.
4.	Location of work	Throughout India.
5.	Period of contract	15 days from the date of award of contract.
6.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)
7.	Contents of Tender Document.	A] Part-I Technical Bid ANNEX-1A (Technical Bid-Qualifying Criteria) ANNEX -1B (Scope of Work &Technical Terms and conditions) ANNEX -1C (General Terms & Conditions of Contract) ANNEX -1D (Special Terms & Conditions of Contract) ANNEX - A (No Deviation certificate) ANNEX - B (CA Certificate for MSE Bidder) ANNEX - C (EMD payment Instruction) B] Part- II Price Bid ANNEX –II (Price bid)(For Reference only) Pages 05 28 12 01 01 01 01 Pages 01
8.	Submission of offer	To be submitted electronically by logging in to user account of e-Procurement portal of BHEL having URL https://eprocurebhel.co.in/nicgep
9.	Due date and time for submission of offer	28.03.2022/ 09:00 Hrs.
10.	Due date and time for opening of Technical bid	28.03.2022/ 09:30 Hrs.
11.	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
12.	Address of Tender Inviting Authority	Shri. Vishal Singh, DGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

PART-I (TECHNO COMMERCIAL BID)**INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall 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.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- 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.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)		
Part –I (Techno commercial bid) comprises of three covers a) EMD cover b) Tender Scope and Terms & conditions cover. The documents to be contained in each cover are as follows:		
a) EMD cover shall contain documentary evidence to meet EMD Criteria . b) Tender Scope and Terms & conditions cover shall contain documentary evidence for unconditional acceptance to tender Scope of work and Terms & Conditions .		
Part-II (Price Bid) comprises of single cover a) Price bid Cover Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.		
Sl. No	Description	Remarks
1	Documentary evidence to meet EMD Criteria : 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. (As applicable)	☐ uploaded / ☐ Not uploaded
a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening). b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-B of tender document) issued for financial year ending on 31st March 2020 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-B of tender document) issued for financial year ending on 31st March 2020 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.		

Sl. No	Description	Remarks
2	Details and documentary evidence for Part-I: Technical Bid to meet the Pre-qualification criteria.	
2.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of Complete Tender Document. "No Deviation Certificate" as per Annex-A in letter head. "CA certificate for MSME bidder" as per Annex-B	☐ uploaded / ☐ Not uploaded
3	Rates quoted as per Price bid format available on e-Procurement Portal.	☐ Quoted as per tender format / ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided
Bidders are kindly requested to submit their offer as follows - Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. - No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.		

PART-I (TECHNO COMMERCIAL BID)**A. (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify)
8.	Status of Firm as MSME / Start up	☐ Micro ☐ Small ☐ Medium ☐ Startup recognized by DPIIT ☐ None of the above
9.	BHEL Vendor Code	

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

1	1. EMD: Earnest Money deposit : ₹26,400.00 EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank / Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-B of tender document) issued for latest financial year ending on 31st March 2020 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-B of tender document) issued for latest financial year ending on 31st March 2020 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT /Valid Registration to any other body as specified by ministry of MSME. The MSE documents shall be notarized/ attested by gazette officer.	DD/ FDR / PAY ORDER DETAILS: AMOUNT: ₹ INST. NO: INST. DATE: ISSUING BANK: OR RTGS PAYMENT DETAILS: AMOUNT: ₹ RECEIPT NO: RECEIPT DATE: BANK DETAILS: OR MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL <i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>
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C: Pre- qualification Criteria: Acceptance to Tender terms & conditions

1	Unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. “No Deviation Certificate” as per Annex-A in letter head. 3. “CA certificate for MSME bidder” as per Annex-B.	1. Complete Tender document ☐ Enclosed / ☐ Not enclosed 2. “ No Deviation Certificate ” ☐ Enclosed / ☐ Not enclosed 3. “ CA certificate for MSME bidder ” ☐ Enclosed / ☐ Not enclosed
2	Applicable GST % against the scope of work	_____ % GST
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY****A.1: Schedule-A (Basic Freight)**

SL	CATEGORY	SCOPE	RATE SCHEDULE NO.	Rate in ₹ per MT per km (excluding GST)	Approximate business volume (₹)
1	T6 (40 Ft. Mechanical Trailer – ODC) (up to 41MT)	Transportation of consignment from Zone-1 to Zone-5	OF15	To be quoted by Vendor	₹ 22.00 Lakh

A.2: Schedule B: Loading & unloading with facilities provided by BHEL-Unit / Customer sites.

SL NO	Schedule.	DESCRIPTION	UOM	Unit Rate (₹)
1	B1	Loading & Unloading charges for T6 (40 Ft. Mechanical Trailer – ODC) (up to 41MT)	₹/ LR	800.00
Note: Loading & unloading at BHEL UNITS /VENDOR'S WORKS/BHEL CUSTOMER SITES shall be paid by BHEL to the transporter as per schedule C. Loading & unloading at other places for any other reason shall be the responsibility of the carriers. No claim on this account shall be permissible.				

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT**1. LAWS GOVERNING THE CONTRACT**

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/Sate /Union Territory regarding road transportation

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

2. MOTOR VEHICLE ACT

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.

3. CLASSIFICATION OF ZONES

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
5	Delhi, Chandigarh, Uttar Pradesh, Punjab, Uttarakhand, Haryana, Himachal Pradesh, Jammu & Kashmir

4. REGION OF OPERATIONS

The dispatches will generally be to and from BHEL-EDN, Bengaluru Unit of BHEL & Other Areas.

It may be noted that the dispatches of all outbound materials from BHEL-EDN, Bengaluru and all inbound materials from various places to BHEL-EDN, Bengaluru, dispatches are more or less on continuous basis. Dispatches from Port / CFS to Units of BHEL and Port / CFS to other places in India are bulk requirement based on the arrival of Ship.

5. CONSIGNMENT CLASSIFICATION & VEHICLE TYPE

The dispatches are classified into vehicle categories 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
1	T6	Mechanical Trailer ODC	Up to 41 MT	15.00	4.00	3.00

1. **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. 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.
3. If any one of the dimensions of the consignment (Length or Width or Height) or weight is not falling within a particular category of consignment, then in such case next higher category (fulfilling both the conditions of dimension / weight) of vehicle will be engaged for transportation.
4. 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.
5. If the weight and/ or dimension of all consignments (higher of actual or volumetric) is less than what is stated above, it will be treated as under load. Under load dispatch may be resorted to in case of urgency/ need with the permission of competent authority of BHEL.
6. 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.
7. 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.
8. Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.
9. 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.
10. For hydraulic trailers, consignments shall not be clubbed.

6. CONDITIONS FOR SELECTION OF VEHICLES

If any one of the dimensions of the consignment (Length or Width or Height) or weight is not falling within a particular category of consignment, then in such case next higher category (fulfilling both the conditions of dimension / weight) of vehicle will be engaged for transportation.

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.

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.

7. INFRINGEMENT CHARGES

Cat.	Vehicle Category	Infringement in Length	Infringement in Width	Infringement in Height
T6	Mechanical Trailer ODC	Not applicable	Not applicable	Not applicable

8. OVER DIMENSION PENALTY reimbursement (For T6 Category only)

RTO/RTA penalty charges levied by State Government authorities for Over Dimensional Consignments under (i) Overall dimension of Vehicle due to ODC violating MV Act (ii) Excess load projection, (iii) Alteration or attachments in vehicle body to support ODC, (iv) Using Vehicle in unsafe condition due to ODC, (v) Driving dangerously due to ODC will be reimbursed on production of original receipt.

If any contractor is found to be submitted forged / fake documents in this regard, very serious action will be taken on them as per BHEL's Guidelines for Suspension of Business dealings with the Suppliers / Contractors and their EMD and SD will be forfeited.

9. HILLY / MOUNTAINEOUS REGION CHARGES

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.

TERMS & CONDITIONS FOR OPERATION OF THE CONTRACT**1 TYPE OF VEHICLE TO BE PLACED**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.

- 1.5 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.
- 1.6 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.

2 LOADING AND UNLOADING

- 2.1 Loading & unloading with facilities provided by BHEL-Unit / Customer sites will be the responsibility of the Contractor and will be paid as per Schedule –B of BOQ.
- 2.2 Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

3 DOOR COLLECTION AND DOOR DELIVERY

- 3.1 All dispatches 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.
- 3.2 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.

4 VOLUME LOADS & FULL LOADS

4.1 Volume Load: -

- 4.1.1 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.
- 4.1.2 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.

4.2 Full Load: -

- 4.2.1 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)
- 4.2.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.
- 4.2.3 Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct dispatches 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.

5 TAXES AND DUTIES

- 5.1 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.
- 5.2 Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes

what so ever, etc., excluding GST

- 5.3 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.

6 GST:

- 6.1 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.
- 6.2 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.

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

- 6.3 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- 6.3.1 Vendor declaring such invoice in Form GST ANX-1
- 6.3.2 Receipt of Goods or Services and Tax invoice by BHEL
- 6.4 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).
- 6.5 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.
- 6.6 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
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

6.11 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.

7 DIESEL PRICE VARIATION CLAUSE (PVC)

7.1 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: -

7.2 For various vehicle categories, 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	T6
Fixed Cost	70%
Diesel Variable Cost	30%

7.3 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%.

7.4 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.

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

7.6 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) prevailing at Bengaluru.

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

7.8 Sample calculations: -

7.8.1 Say for a particular rate schedule of Category-T the finalized rate is ₹3 per Km per MT

7.8.2 The fixed cost is ₹1.8 (60%) and the variable cost is ₹1.2 (40%)

7.8.3 If the base diesel price increases from ₹50 to ₹52.5 (5%) rates will not be revised

7.8.4 Further the diesel rate is increased to ₹53 i.e increase is 6% then the variable portion alone will be increased to 6% i.e. $1.8 + (\text{₹}1.2 \times 6\%) = \text{₹}1.8 + \text{₹}1.272 = \text{₹}3.07$

7.8.5 Further if the rate increases to ₹54 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%)

7.8.6 Further if the rate is increases to ₹56 i.e. i.e increase is 12% then the variable portion alone will be increased to 12% i.e. $\text{₹}1.8 + (\text{₹}1.2 \times 12\%) = \text{₹}1.8 + \text{₹}1.344 = \text{₹}3.14$.

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

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

8 PENALTY FOR NON PLACEMENT OF VEHICLES

8.1 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

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

Category	Notice Time in "Hours"		
	BHEL Units & sub vendor works 60 km radius from BHEL Units	Harbour	All other Out Station
T6	48	48	120

- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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
T6	₹10,000

- 8.7 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.
- 8.8 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.
- 8.9 **WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES**

- 8.9.1 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.

9 TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

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

- 9.2 For Trucks & Mechanical Trailer Loads (T3 to T8 Category)

SL	Category	Distance (KM) to be travelled per day (average)
1	T5 & T6	200

- 9.3 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.
- 9.4 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
- 9.5 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- 9.6 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.
- 9.7 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 2nd Week to 8th week	4% per week or part thereof
3	Beyond 8 weeks	50% (fixed)

- 9.8 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 2nd Week onwards	5% per DAY or part thereof limited to 50% .

9.9 WAIVER OF DELAY PENALTY

- 9.9.1 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.
- 9.10 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.
- 9.11 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.
- 9.12 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. This is applicable for all the Consignment Categories

10 FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES

- 10.1 Providing GPS will be mandatory for all the categories of vehicles, except T1, T2 and T3 category of vehicles.
- 10.2 For the vehicle categories from T4 to T9, vehicles can be allowed without GPS and fixing of GPS will be ensured before AREA IN entry in VIS for the categories wherever GPS is applicable for BHEL, demands.
- 10.3 Wherever the customer insists for GPS the Transporter shall fix GPS at his cost till delivery of the consignment for any vehicle category / regions including T1, T2 & T3 vehicle.
- 10.4 For sub Vendors in 60 km radius locations, exit entry will be made only if GPS details are available.
- 10.5 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 of transshipment, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 WAIVER OF GPS PENALTY FOR DESERVING CASES.
- 10.10.1 For deserving cases such as Major Accidents / Non availability of Network en route at remote locations / replacement of Battery / repair of GPS devise 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 UPDATING OF DAILY VEHICLE MOVEMENT STATUS IN BHEL VENDOR INFORMATION SYSTEM (VIS)

- 11.1 Updating of daily vehicle movement status in VIS is essential on daily basis and a must for consignment Categories T4 to T9. Without a copy of this, bills will not be processed. Else a penalty of 1% of the basic freight value will be imposed.
- 11.2 In addition, GPS Screenshot to be attached in Daily Vehicle Movement Status. Otherwise, penalty applicable for Daily Status updation will be levied.
- 11.3 **WAIVER OF DAILY MOVEMENT STATUS PENALTY FOR DESERVING CASES.**
- 11.3.1 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.

12 TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

- 12.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.
- 12.2 As T1&T2 is a combined load any number of transshipment is allowed. However, for Consignment Category-T3, one transshipment in the enroute is allowed.
- 12.3 For other categories of vehicles, 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.
- 12.4 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.
- 12.5 If consignments are transhipped in same vehicle category without prior permission a token penalty of 10 % of the freight amount involved, will be levied.
- 12.6 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.
- 12.7 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 transhipped vehicle.
- 12.8 Unauthorized transshipments with different vehicle category are not allowed and will be treated as breach of contract.

12.9 WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.

- 12.9.1 For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transhipped 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.

13 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

14 DETENTION CHARGES

14.1 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)
		T6
1	Stores Wards of BHEL Units	2
2	Logistics Area of BHEL Units	3
3	Sites / Harbour / CFSs / Other Locations	4

14.2 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.

14.3 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.

14.4 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

14.5 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.

14.6 The rate of detention charges are as follows: -

SL No	Category	Detention Charges per Day (₹)
1	T5 & T6	1,700

14.7 DETENTION AT LOADING POINTS

14.7.1 Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Logistics / Shipping.)

14.8 DETENTION AT UNLOADING POINTS

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

14.8.2 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.

14.9 DETENTION AT EN ROUTE

14.9.1 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.

14.10 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.

- 14.11 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.
- 14.12 For Consignment categories T6, 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.

15 RISK PURCHASE

- 15.1 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.
- 15.2 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.
- 15.3 The amount recoverable under risk purchase shall be recovered from the defaulted contractor in all or any of the following manners:
- 15.3.1 From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- 15.3.2 From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- 15.3.3 In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted contractor.

16 POWER BLOCK / HEIGHT GAUGE CHARGES

- 16.1 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.

17 MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES

- 17.1 This multi-point collection charges are applicable for all Consignment Categories.
- 17.2 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.
- 17.3 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: -
- 17.3.1 1st point : No collection Charges
- 17.3.2 2nd point : Rate X 10KM X 3MT
- 17.3.3 3rd point : Rate X 15KM X (3MT + 4MT)
- 17.4 The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- 17.5 The above logic will be applicable for multi-point door delivery also.
- 17.6 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.

- 17.7 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.
- 17.8 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.)

18 BILLS & PAYMENT

- 18.1 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.
- 18.2 In regard to the weight of the consignment booked, especially in case of outward dispatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.

18.3 Excess Weight

- 18.3.1 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 18.3.2 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.
- 18.3.3 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.
- 18.3.4 However, variation (in excess) from Document weight / GMS weight to actual weight (i) Less than 1 MT for Trailer category (T6), will not be considered as excess weight for freight payment.
- 18.3.5 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.
- 18.4 If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
- 18.5 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.
- 18.6 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.
- 18.7 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.

18.8 Distance for freight payment

- 18.8.1 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).
- 18.8.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
- 18.8.3 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)

18.9 Time of Submission of freight bills

- 18.9.1 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.
- 18.9.2 However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.
- 18.9.3 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.

18.10 Mode of Payment

- 18.10.1 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.
- 18.10.2 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.

19 TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

- 19.1 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.
- 19.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 19.3 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.
- 19.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 19.5 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.
- 19.6 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.
- 19.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 19.8 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.
- 19.9 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.
- 19.10 Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

20 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 20.1 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.

21 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- 21.1 To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -
- 21.2 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 21.3 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.
- 21.4 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.
- 21.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 21.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

22 SAFETY OF CONSIGNMENT:

- 22.1 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.***
- 22.2 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.
- 22.3 ***The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.***
- 22.4 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.
- 22.5 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.
- 22.6 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.

23 STATUTORY OBLIGATIONS OF TRANSPORTER:

- 23.1 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.
- 23.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.

- 23.3 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.
- 23.4 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.
- 23.5 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.

24 ROUTE, SURVEY, PERMIT etc.

- 24.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
- 24.2 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 and authorized personnel.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

25 LASHING OF THE CONSIGNMENTS

- 25.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 25.2 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
- 25.3 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.
- 25.4 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.

- 25.5 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.
- 25.6 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.
- 25.7 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.
- 25.8 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.
- 25.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 25.10 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.
- 25.11 The loading of multiple components one over the other shall not be done.
- 25.12 Soft rubber pads shall be used to lash on the product metal surface
- 25.13 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.
- 25.14 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.
- 25.15 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 25.16 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 25.17 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 25.18 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 25.19 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 25.20 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.

26 PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- 26.1 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 axel and 4 for triple axel and one such support for every 10 feet for length ODC trailer.
- 26.2 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.

26.3 Applicable rates for deduction are as follows:

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

26.4 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.

27 INSURANCE COVERAGE AND CLAIM

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 Damage / Loss

27.5.1 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.

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

27.5.3 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.

27.5.4 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.

27.6 Open Delivery

27.6.1 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.

27.7 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility

27.7.1 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 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.

27.8 Accidents

- 27.8.1 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.
- 27.8.2 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
- 27.8.3 No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.
- 27.8.4 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.
- 27.9 Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.
- 27.9.1 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
- 27.10 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.

28 SECURITY DEPOSIT

- 28.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 28.2 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.
- 28.3 Submission of Security Deposit by the Contractors
- 28.4 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.
- 28.5 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.
- 28.6 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.
- 28.7 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.

- 28.8 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
- 28.9 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).
- 28.10 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- 28.10.1 Cash (as permissible under the extant Income Tax Act)
- 28.10.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 28.10.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 28.10.4 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)
- 28.10.5 Security deposit can also be deposited online in SBI online website under "SBI Collect".
- 28.10.6 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)
- 28.11 Security Deposit shall be released by individual BHEL units to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 28.12 The Security Deposit shall not carry any interest.
- 28.13 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.

29 GOODS CONSIGNMENT NOTE

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 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.

30 TAX INVOICE

- 30.1 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.
- 30.2 In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 30.3 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.

31 DESPATCH & ENROUTE DOCUMENTS

- 31.1 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
- 31.2 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.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 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

32 ESCORT FOR CONSIGNMENTS

- 32.1 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.

33 INDEMNITY:

- 33.1 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.

- 33.2 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.
- 33.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- 33.3.1 Observance of Labour & Industrial Laws.
- 33.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 33.3.3 Documentary compliance relating to freight billing.
- 33.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

34 Resolution of Disputes

- 34.1 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.
- 34.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 34.3 Notes:
- 34.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 34.3.2 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.
- 34.4 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.
- 34.5 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 .
- 34.6 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 34.7 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.
- 34.8 The seat of arbitration shall be the place from which the Contract is issued.
- 34.9 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 34.10 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.
- 34.11 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.
- 34.12 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall

be applicable:

- 34.13 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.

35 RIGHTS

- 35.1 BHEL may enter into parallel Contract simultaneously other than CTC 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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
- 35.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 35.7 It may be noted that as dispatches 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 dispatch of the materials being dispatched. 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.
- 35.8 BHEL has the right to verify / audit check by surprise visits at various locations of dispatches 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.

36 BHEL's FRAUD PREVENTION POLICY

- 36.1 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.

37 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.

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

38.1.1 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.

Commitment by Bidder/ Supplier/ Contractor:

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.

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.

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 and/or under applicable legal provisions".

38 EMS, SECURITY AND SAFETY REGULATIONS

38.1 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.

39 COMPENSATION CLAUSE

39.1 "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:

39.2 Victim: any person who suffers permanent disablement or dies in an accident as defined below

39.3 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.

39.4 Compensation in respect of each of the victims:

39.5 In the event of death or permanent disability resulting from loss of both limbs: ₹10, 00,000/- (Rupees Ten lakh)

39.6 In the event of other permanent disability: ₹7, 00,000/- (Rupees Seven lakh)

39.7 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."

40 PERFORMANCE EVALUATION

40.1 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.,

40.2 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.

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 is 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 dispatched in the same vehicle
 - 1.3.2 Last dispatch 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 dispatch 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.

Specific Terms & Conditions for Hydraulic Axles

2 FIXED ADDITIONAL CHARGES

- 2.1 **ROUTE SURVEY CHARGES**
 - 2.1.1 Route survey charges shall be included in the contract price/freight charges and should form the part of the price bid.
- 2.2 **FEASIBILITY STUDY CHARGES**
 - 2.2.1 Feasibility study Charges shall be included in the contract price/freight charges i.e. form the part of the price bid.

2.3 CIVIL WORKS CHARGES

- 2.3.1 Civil works Charges shall be included in the contract price/freight charges i.e. form the part of the price bid.
- 2.4 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.

3 VARIABLE ADDITIONAL CHARGES**3.1 CLEARANCE/PERMITS CHARGES**

- 3.1.1 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 the above Clause 1.1, 1.2, 1.3 and 1.4. Such permissions should be made available to BHEL for scrutiny as and when demanded.

3.2 STATUTORY CHARGES

- 3.2.1 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.

4 MOBILIZATION CHARGES

- 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.
- 4.2 No mobilization charges shall be paid in case of LCV/HCV/Truck & trailers.
- 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 ROUTE SURVEY AND FEASIBILITY STUDY

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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. 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.
- 5.5 Route survey has to be vetted by IRDA approved surveyor, charges of which shall be paid by BHEL.
- 5.6 The transporter shall ensure the following:
- 5.6.1 The reasons for not following the most obvious shortest route shall be brought forth with all relevant information regarding the obstructions on the way e.g. river bridges, rail over bridges, tunnels, sharp U-turns etc

- 5.6.2 The detailed route survey report or route chart for established routes be submitted to BHEL and should contain all important stations, the distance in KM etc. for information. Route approval shall be in the purview of BHEL and approval shall be done by Logistics (DGM & above) before loading.
- 5.6.3 In case detailed route survey report for routes other than established ones, is not submitted by the transporter in compliance of Tender Terms & Conditions, BHEL reserves the right to deduct (two) 2% from the freight bill as penalty.
- 5.6.4 In case the transporter deviates the approved route or there is a damage caused to the consignment attributable to the transporter, BHEL may take appropriate penal action against the transporter which may include termination of the contract with the transporter.

COMMERCIAL CONDITIONS WHICH WILL BE APPLICABLE FOR THE CONSIGNMENT CATEGORIES / REGIONS

1. Rates are 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	
T6	>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. ODC penalty imposed by state RTO/RTA will be fully reimbursed (for only T6 vehicle category) on production of original receipt.
6. 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.
7. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.
8. Other than Consignment Category T5 & T6, if empty container is transported in any trailer category of vehicles, volume load will be automatically given for 25 MT.
9. Tonnage mentioned is only indicative. Variation up to +30% will be allowed.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-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.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

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

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

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

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) 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)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) 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)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, 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.

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, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date.

Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

“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 (SBI 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 from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

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.
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.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
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 dispatch 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).
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.
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. 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.
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.
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.
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.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript 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.

11. CONTRACTOR'S SUPERVISION

- 1.The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 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.
- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area HOD shall have full powers and without assigning any reason, requires 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.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. "The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".
12. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

13. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

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

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To 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.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- d) Whenever BHEL exercises the authority to cancel the contract under these 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 the respective area **HOD**) being less than the contract cost, the advantage shall accrue to 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 respective area **HOD** or the same shall be recovered from the Contractor by other means.

- e) In case 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to

cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** 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 foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

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 the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations 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.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

"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.

- A. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- B. 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, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites.
- C. Compensation in respect of each of the victims:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (Rs Ten lakh)
 - b. In the event of **others permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
- D. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, EDN-Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders for respective schedules, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. SPLITTING OF CONTRACT

The contract will be split amongst two vendors in the ration of 60: 40.

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) through Road, by engaging suitable Mechanical Vehicles such as Trucks / Mechanical Trailers / Hydraulic Trailers etc. (Consignment Weight up to 41 MT) for BHEL-EDN, Bangalore.
Tender Ref No: **BHEL-EDN/ CCD/ CTC EDN-LT/ 2022 / Dated: 24.03.2022**

I/ We have read and clearly understood all the Terms and conditions in Tender Schedule of “Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) through Road, by engaging suitable Mechanical Vehicles such as Trucks / Mechanical Trailers / Hydraulic Trailers etc. (Consignment Weight up to 41 MT) for BHEL-EDN, Bangalore.” Tender Ref. No.: BHEL-EDN/ CCD/ CTC EDN-LT/ 2022 / Dated: 24.03.2022 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I 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”*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

ANNEXURE-B**Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
.....is registered under Micro, Small and Medium Enterprises Development Act , 2006
(**MSMED Act, 2006**) having **Udyam Registration Number No:**.....
Category:, (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-C**A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank:	State Bank of India
Branch:	Chandra Layout Branch, Bangalore 40
IFSC code:	SBIN0004051
Account Number:	31467498356
Account type:	Current Account

PART-II (PRICE BID)**Schedule-A (Basic Freight)**

SL	CATEGORY	SCOPE	RATE SCHEDULE NO.	Unit Rate in ₹ per MT per km (excluding GST)
1	T6 (40 Ft. Mechanical Trailer – ODC) (up to 41MT)	Transportation of consignment from Zone-1 to Zone-5	OF15	To be quoted in E- Procurement Portal
GST @% ()				To be quoted in E- Procurement Portal
Total Value Including GST ()				To be quoted in E- Procurement Portal