

भारत हैवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, Uttarakhand

CENTRAL DESPATCH DIVISION

Phone: 01334-281050, E-mail: avaran@bhel.in
Websites: <https://hwr.bhel.com>; www.bhel.com;

Ref: BHEL/HWR/CDX/ENQ/2526-007

Date: 30/03/2026

**TENDER DOCUMENT OF RATE CONTRACT FOR
TRANSPORTATION OF METALLIC SCRAP MATERIAL
WEIGHING UPTO 41 MT FROM ANYWHERE IN INDIA TO BHEL HARIDWAR
THROUGH MECHANICAL TRUCKS/ TAURUS**



Techno-Commercial Bid

The Techno-Commercial Bid Consists the following: -

Annexure-A, Section-I	Pre-Qualification Requirements
Annexure-A, Section-II	Instructions & Guidelines to Bidder
Annexure-B	Special Terms and Conditions
Annexure-C	General Terms and Conditions
Annexure-D	Freight Bill Performa
Annexure-E	Performa for Notice of Damage / Shortage / Discrepancy to Consignment on Delivery
Annexure-F	Performa for Price Bid Format
Annexure-G	Performa for Bank Guarantee for Performance Security
Annexure-H	Self-Certification Affidavit
Annexure-I	Blank
Annexure-J	Integrity Pact
Annexure-K	Performa for Certificate of NO Deviation

Disclaimer: Documents submitted by bidders will be visible to all participating bidders/ Public domain as per guidelines and policies of eprocure.gov.in / NIC portal.

ANNEXURE-A

SECTION-I

PRE-QUALIFICATION REQUIREMENTS

The bidder shall ensure to comply with the following and submit all relevant documents in **Part-1 bid** to be eligible for this rate contract:

1. OWNERSHIP OF THE COMPANY:

The bidder should be an Indian entity in India and should be in existence for last three years. Any of the following document is required to be submitted for the same:

- i. Public Limited Company / Private Limited Company/ Limited Liability Partnership (LLP)
(*Memorandum of Association, Articles of Association and Certificate of Incorporation*)
- ii. Partnership Firm (*Partnership Deed / Registered Deed*)
- iii. Proprietorship (*Profession Tax Regn./ Municipal Regn/ PAN*)
- iv. Any other Statutory document need to carry out business (please specify, if any)

2. REGISTRATION PARTICULARS (copy of relevant documents to be attached):

- i. **PERMANENT ACCOUNT NUMBER**:- Bidder should have valid PAN Number.
Documents to be submitted: Copy of PAN Card duly notarized OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.
- ii. GST Registration Number (If Available), Bidder need to mention under which mechanism 'Forward Charge Mechanism' or 'Reverse Charge Mechanism' the bidder falls in.
- iii. Registered under MSME Act (Micro/Small/Medium) – ***If applicable***

3. FINANCIAL REQUIREMENTS:

- i. Annual Turnover (in Rs. Lakhs) – PFY, PFY-I
- ii. Turnover on account of revenue generated through freight & other transport related activity only. (*Minimum Required is the average of last 2 financial years of the bidder should be more than **Rs. 180.00 Lakhs** – PFY & PFY-I.*)
- iii. Profit / Loss (in Rs. Lacs) – PFY & PFY-I (Profit in at least one year during last two FYs)
- iv. Income Tax Returns (ITRs) (*Copy of acknowledgement for filling ITRs to be enclosed*) – PFY & PFY-I
- v. Net Worth as on last date of previous financial year (PFY) should be **positive**.
- vi. Copy of following documents to be submitted:
 - a) Audited Profit & Loss Account & audited Balance Sheet is required for last two financial years (PFY & PFY-I) along with UDIN verification print out of P&L A/c of each financial year.
 - b) Income Tax Returns with acknowledgement of return for the said period is also to be submitted.

If audit is not compulsory by act then CA certificate in this regard and ITR with 26AS & GST return, if applicable, for each year is required.

vii. **Indian Banks' Association (IBA) Recommendation:** Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid, and if awarded, shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted: (i) Notarized copy of IBA recommendation.

viii. **Banker's Solvency Certificate** (for a minimum of 100 Lacs) Certificate should be issued not more than 6 months before the date of enquiry.

Note: PFY stands for financial year ended on 31.03.2025 i.e. FY 2024-25, PFY-I (previous to PFY).

4. BRANCH OFFICES REQUIREMENT:

Bidder should have minimum 15 offices across India, including at least one branch in each of the following states: - **Uttar Pradesh, Bihar, Assam, West Bengal, Jharkhand, Orissa, Telangana, Tamil Nadu, Maharashtra, Madhya Pradesh, Rajasthan, Punjab, Chhattisgarh, Andhra Pradesh and Uttarakhand.**

List of branches with complete detail e.g. Address, Phone/Mobile number, E-mail address and name of person in charge is to be provided for each Branch Office in the following format for all 15 states mentioned above.

Serial No.	State	Branch Address	Contact person	Phone/Mobile Number	E-Mail Address
1.	Uttar Pradesh	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx.xx
2.	Bihar	Xxxxxxxxxx	Xxxxxxx Xxxxxx	xxxxxxxxxxx	xxxxxxx@xxxxx.xx

5. OTHER MANDATORY DOCUMENTS TO BE SUBMITTED IN PART-1:-

I. Duly signed & stamped copy of tender document (all pages) shall be submitted by bidder.

II. Unpriced price bid (Annexure-F) shall be submitted by bidder.

III. Proof for evidencing the authority of person signing the quotation.

IV. Integrity Pact as per Annexure-J.

ANNEXURE-A
SECTION-II
INSTRUCTIONS & GUIDELINES TO BIDDERS

(Duly filled letter from Bidder to AGM (CDX) to be submit along with Techno-commercial Bid)

Addl. General Manager (CDX)
BHEL, HEEP Haridwar

Subject: Bid to enter into Rate Contract for Transportation of Metallic Scrap Material Weighing upto 41 MT from Anywhere in India to BHEL Haridwar through Mechanical Trucks/ Taurus.

Reference: Tender Enquiry No. BHEL/HWR/CDX/ENQ/2526-007 Dated 30/03/2026

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, Technical Bid-Part-I and Price Bid-Part-II.

"I/We have read and understood all Terms and conditions of above said Tender Enquiry and are accepted to us. I/We hereby submit my/our documents / undertaking /affidavits / Earnest money as required in your NIT online as "Technical bid - Part-I".

In "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates for total Bill of Quantity, for following category:

	Category
Truck/ Taurus	Cat. A3S for all distance slabs

Our quoted rates are valid for total bill of quantity and /or part thereof also, as given in **Annexure-F** for above mentioned category. I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith a sum of Rs. _____ towards Earnest Money Deposit vide (Details) in favour of "HEEP BHEL, Ranipur, Haridwar", and payable at Ranipur Haridwar. I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause of this tender.

Thanking you,

SIGNATURE OF BIDDER, WITH SEAL

1. **Online bids** are invited from reputed, IBA approved, financially sound transport contractors for award of rate contract for the work of transportation as per scope for a period of 24 months (2 years). The bids are to be submitted in two parts as under: -

A. Technical Bid - Part-I

B. Price Bid - Part-II

2. Tender documents shall comprise of Annexure- A (Section I & II), B, C, D, E, F, G, H, J & K shall form part of the contract between transporter & BHEL. Each page of these annexures shall be signed as token of acceptance and to be submitted in "Technical Bid - Part-I".

3. **SCOPE OF WORK:**

This Contract will cover safe Transportation of Metallic Scrap Material Weighing upto 41 MT from anywhere in India to BHEL Haridwar through Mechanical Trucks/ Taurus.

4. **SUBMISSION OF QUOTATION AND OPENING OF TENDER**

- A. The bidder shall download the tender documents from BHEL's e-Procurement Portal <https://eprocurebhel.co.in>.
 - B. Bidders are advised to take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
 - C. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
 - D. The tender documents & the supporting documents must be signed in all pages physically or digitally by the Proprietor / Managing Director / Managing Partner of the Firm as applicable or by the person holding the Power of Attorney on behalf of the Firm concerned. A copy of Power of Attorney, duly self-attested must accompany the tender.
 - E. The bidder has to upload the scanned copy of all the mentioned documents, Tender Documents, Supporting Documents etc, on BHEL's e-Procurement Portal during online bid-submission. It shall be sole responsibility of bidder that the uploaded documents remain legible.
 - F. Along with technical bid, bidder has to submit "Letter from Bidder to AGM (CDX)".
 - G. Techno-Commercial bid, Part-I and Price Bid, Part-II shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 21/04/2026 by 14:00 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.
 - H. Integrity pact (duly signed by authorized signatory) as per **Annexure-J (Bid is likely to get rejected without submission of Integrity Pact)**.
 - I. **NOTARIZED AFFIDAVIT:** Bidder shall submit an Affidavit (As per **Annexure-H**) on non-judicial stamp paper of value Rs.100/- (duly notarized).
5. "Price Bid- Part-II" of only those bidders will be opened at later date, whose documents submitted in "Technical Bid - Part-I" are found in order on scrutiny and evaluation. Date for opening of "Price Bid - Part-II" shall be intimated separately after scrutiny. Bidders are advised to read tender documents carefully before submitting the bid.
 6. At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda.
 7. Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website / e-Procurement Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender.
 8. To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.
 9. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.

10. A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT.
11. Any request for change of opening date of tender shall not be entertained.

12. EARNEST MONEY DEPOSIT (EMD):- An amount of **Rs. 2,00,000/- (Rupees Two Lakhs only)** shall be paid by bidders towards EMD in the form of -

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) at the following address:

Name: BHEL HEEP COLLECTION A/C

Account No.10667995458

IFSC Code.SBIN0000586

Address: Ranipur Haridwar

Note: Receipt of online transfer will be intimated to CDX department through e-mail at vineet.k@bhel.in; akmahato@bhel.in; alok-k@bhel.in, within 2 days and a copy of receipt will also be attached with Technical-bid.

- (ii) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (iii) Banker's Cheque/ Pay order/ Demand draft, in favors of "HEEP, BHEL Haridwar", payable at 'Haridwar' (along with offer)
- (iv) Fixed Deposit Receipt (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.
- (v) Insurance Surety Bonds.
- The quotations received without EMD/Late submission of EMD is to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
 - EMD shall be exempted for MSE's (Micro & Small Enterprise) and Startups, subject to production of latest status certificate.
 - The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of full works.
 - No interest on EMD amount shall be paid by BHEL.
 - In case, a bidder or firm or company (one or more of its partners shareholders/ directors) have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD/PSD (Performance Security Deposit) forthwith.

A. Forfeiture of EMD: EMD by the Tenderer may be forfeited as per NIT conditions, if:

- (i) After opening the Tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- (ii) The Contractor fails to enter into agreement within stipulated time or within extended time if allowed by BHEL.
- (iii) The Contractor fails to deposit the required Security deposit or fails to commence the work within the period as per LOI/ Contract.
- (iv) In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- (v) If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

13. QUOTING OF RATES

- A. Rates should be quoted in figures only on the e-Procurement portal. Quoted rates should be excluding GST.**

It is mandatory to quote for all groups coming under the category.

Note: Details of category is mentioned in Annexure-B. While quoting the rates, bidders are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation

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

- B. Price offer should have a validity of at least **150 days** from the date of technical bid opening date for entering into contract.
- C. Before quoting for the work, the bidder should ascertain the nature of the material and the shortest route along which material can be safely transported.
- D. The successful bidders will open / continue to maintain office with Computer / E-Mail facility and suitable godown with suitable HANDLING FACILITY at Haridwar.

14. **EVALUATION OF BIDS:**

- i. Techno-commercial bids (Part-1) received shall be first evaluated in regard to compliance with tender terms & condition. Bids qualifying these criteria only shall be considered for price bid (Part-2) opening.
The rates quoted by bidder shall be in Rs. per km per MT basis and excluding GST.
It is mandatory to quote for all groups coming under the category.
- ii. Evaluation of L1 bidder for the category shall be on the basis of **total value quoted for the category:**
- iii. The bill of quantity of category in "MT-KM" is mentioned in the Annexure-F of Tender. "**Total value quoted for the category**" shall be calculated by Sum of Products of rates (in Rs. Per MT per KM) and bill of quantity (in MT-KM) of all distance slabs of the category, which will be basis for overall unique position of bidders, low to high L1, L2, L3. . . onwards.

Example: -

Sl.	Distances	BoQ (MT-KM)	Bidder 'X'		Bidder 'Y'	
			Quoted Rate, Rs/MT/KM	Value at quoted rates	Quoted Rate, Rs/MT/KM	Value at quoted rates
		A	B	C=AxB	D	E=AxD
1	Up to 500 kms	10	1.2	12	1	10
2	501 - 1000 kms	15	1.5	22.5	1.3	19.5
3	1001 - 1500 kms	20	1.8	36	1.9	38
4	Above 1501 kms	25	2	50	2.5	62.5
Total				120.5		130

Bidder 'X' is L1 in above example. Bidder 'Y' is L2.

- iv. **REVERSE AUCTION:** BHEL shall be resorting to Reverse Auction (RA) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.

BHEL shall be resorting to Reverse Auction (RA) as per following procedure for this tender.

Reverse Auction will be conducted if two or more bidders are technocommercially qualified. As RA is opted in this tender, the techno-commercially qualified H1(Highest bidder) will not be allowed to participate in RA. In case more than one H1 (Highest bidder) quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

However, H1(Highest bidder) will be allowed to participate in RA in the following cases

- a) If number of techno-commercially qualified bidders are only 2 or 3.
- b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.

c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 (Highest bidder) is eligible MSE and H-1 (Highest bidder) price is coming within price band of 15% of Non-MSE lowest bidder.

d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1(Highest) is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.

Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.

The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.

If the start price is lower than the lowest sealed price bid, on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.

In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

- v. In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discount, the L1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). BHEL's decision in such situations shall be final and binding.
- vi. In other cases of same position, i.e. L2, L3 and so on, being occupied by more than one bidder, the percentage of business load attributed to that position as per work distribution criterion will be given to one bidder only who will be the winner of a draw based on lottery system conducted in the presence of tender committee and bidders' representatives. The remaining bidders will again participate in another such draw for the next lower position. This process will continue till the position of the last bidder holding the same position is decided. The position of the bidder holding the lower position next to the above concurrent holders will be shifted to the next available position and so on. In case all SEVEN positions (in original sequence from L1 to Ln), are occupied before all the concurrent holders of a position are allotted a position, the remaining bidders at whichever position (unsuccessful in all draws) will not be considered for allocation of work. BHEL's decision in such situations shall be final and binding.
- vii. If necessary, further negotiation (s) may be held with the Bidder whose rates are found L1 in the particular group.
- viii. The work will be awarded on finalised L1 rates by BHEL only.

15. COUNTER OFFER & BUSINESS DISTRIBUTION IN RATE CONTRACT:

- 15.1 **Counter Offer:** In case there are only two techno-commercial qualified bidders in a category then BHEL has right to issue counter offer to highest bidder also and distribute total work of the category among both bidders. In case there are three or more techno-commercial qualified bidders in the category, the negotiated rates or finalized rate (in Rs. per KM per MT) of L1 Bidder would then be counter offered to all bidders in the category. However, based on acceptance or rejection from bidders, total work shall be distributed to maximum **SEVEN or N-1 bidders whichever is less** (where N is number of techno-commercial qualified bidders in that category). In case all bidders accept counter offer then work shall not be distributed to the Highest bidder of the category. However, if highest bidder is MSE and fulfills L1+15% criteria then work shall be distributed to that MSE bidder in place of Non MSE bidder having highest rank.

The transporters, to whom counter offer is given, can accept or reject the counter offer of the category in totality. Transporter is not allowed to accept/reject any particular group from the category. Acceptance/Non-acceptance of counter offer shall be sought through e-mail.

- 15.2** The percentage distribution of the business shall be on descending graded scale (in original sequence from L1 to Ln only) with highest share to L1 and lowest to nth bidder:

Assuming business to be distributed among total 'n' transporter, the % business distribution formula shall be as follows.

$$LX = 100 \times (n-x+1) / \sum n \text{ (for } x = 1 \text{ to } n \text{) (where } x \text{ is rank of the contractor)}$$

Example: Assuming the business to be distributed among 7 parties, the business for the parties will be as below:

$$\sum n = (1+2+3+4+5+6+7) = 28$$

$$L1 = 100 \times (7-1+1) / 28 = 25\%$$

$$L4 = 100 \times (7-4+1) / 28 = 14.29\%$$

$$L7 = 100 \times (7-7+1) / 28 = 3.58\%$$

- 15.3** In case L1 rates are not accepted by other eligible bidders in the Category, the total business load of the category will be allocated to L1 bidder. Hence, the L1 bidder has to accept and execute the contract.

Above % of business distribution are meant for calculation purpose, are indicative only and may vary on account of operational constraints. It will not form a basis for refusal by a transporter during contractual period.

- 15.4** In case one or more bidders are MSE and their quoted rates are within L1+15% and their total allocated BoQ is less than 25%, in that case their total allocated BoQ shall be increased to 25%. Increase in BoQ shall be divided among all eligible MSE bidders in the same proportion in which BoQ is allotted as per their rank and above mentioned formula. Consequently, the decrease in BoQ of other bidders shall be made accordingly. Out of the 25% for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women. If no SC/ST or women owned MSE bidders qualifies the above criteria, then total 25% shall be given to MSE transporter(s) who is fulfilling above criteria.

a) MSE suppliers can avail the intended benefits only if they submit along with the offer, latest self-attested copy of UDYAM Registration Certificate.

b) Non submission of above documents and other relevant documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening.

c) Moreover, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

d) Definitions of MSEs owned by SC/ST is under:

(i) In case of proprietorship firm, proprietor must be SC/ST.

(ii) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

(iii) In case of private limited companies, at least 51% share must be held by SC/ST promoters.

e) Definitions of MSEs owned by Women is under:

(i) In case of proprietorship firm, proprietor must be woman.

(ii) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

(iii) In case of private limited companies, at least 51% share must be held by women promoters.

f) Scheduled Caste (SC) / Scheduled Tribe (ST) Certificates to be from the authorities empowered to issue such certificates.

- 15.5** In an eventuality of the rate contract being finalized on less than the required number of transporters; the business volume would be redistributed among the eligible transporters and amount of performance security deposit shall be re-calculated accordingly.

16. PERFORMANCE SECURITY DEPOSIT (PSD):-

- A.** The total amount of Security Deposit will be 5% of the contract value.

The successful bidder shall submit the Security Deposit within twenty days (20 days) from the award of contract/ LOI or, before lifting of consignment whichever is earlier. In case of delay in submission

of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

- B.** EMD of the successful bidder shall be converted and adjusted against the security deposit.
- C.** The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be as per format given by BHEL.
 - iii) 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).
 - iv) 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).
 - v) Cash (as permissible under the extant Income Tax Act).
 - vi) Insurance Surety Bonds
- D.** Security Deposit shall be valid for the entire period of contract + further validity of one year + additional Claim Period of minimum six months (for submission & processing of freight bills and also to ascertain any loss/damage and consequent recoveries, if any) e.g. if the tender is expiring on 30.04.2028, security deposit shall remain valid till 30.04.2029 and claim period shall remain valid at least till 31.10.2029. **SD shall be refunded only after settlement of all dues/recoveries and expiry of contract validity.**
- E.** The security deposit shall not carry any interest.
- F.** Security Deposit shall not be refunded to the transporter/contractor except in accordance with the terms of the contract. Security Deposit (SD) furnished by the bidder shall be forfeited/adjusted if:
- i) The bidder does not commence the work within the period as per Letter of Award/ Contract and in case of non-performance of the contract.
 - ii) In case it comes to notice of BHEL at any stage during tendering process / contract period that the particular transporter, has given false / suppressed / forged / fake information.
 - iii) For any deviation from and/or breach of the Tender Terms & conditions during execution of the Contract.
- G.** It is Transporter's responsibility to keep live Security Deposit (SD) throughout the contract period or extension if any or till settlement of any pending claim. If at any time, it is found that validity of SD is not extended, then BHEL reserves the right to invoke without informing the transporter.

Note: BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including and not limited to liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these security deposit, against any claims of any other contract with BHEL.

17. CONTRACT AGREEMENT:

- i. Successful transporters, whose offer is accepted for award of work shall enter into a contract with BHEL.
- ii. The Contract Agreement as per the specified format provided by BHEL shall be signed **within fifteen days** from the date of award letter/LOI at their own cost on a valid non-judicial stamp paper of ₹100/-.
- iii. Successful transporters shall also inform all their branches in India regarding terms and conditions of this contract to ensure strict compliance of the Contract.

18. (a) For Startup Firms: DHI circular No. 10(2)/2015-PE.XII dated 29.09.2020 shall be applicable. In subject matter all other circulars issued by Government of India viz. circular no. F20/2/2014-PPD (Pt.) dated 25.07.2017, 27.07.2017, 20.09.2016, 25.07.2016, DPE/7/(4)2007-Fin. Dated 08.11.2016, 1(2)(1)/2016-MA dated 10.03.2016 etc. shall also be applicable. Any other circular issued hereafter on the subject matter by Govt., shall also be applicable.

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

19. TENURE, EXTENSION & TERMINATION OF CONTRACT

- i. Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of **24 Months (2 years)** from the effective date of first award of letter/LOI issued against contract. However, BHEL reserves the right to short close the Contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries. The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.
- ii. **EXTENTION:** Bharat Heavy Electricals Limited reserves the right to **extend the period** of the contract for further period of **3 months** on the same rates, terms and conditions before expiry of this contract. Thereafter, one or more extensions of the contract may be done with mutual agreement between BHEL, Haridwar and the approved transporters. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- iii. For extension period, in case, there are less transporters than in ORIGINAL contract, then business load may be apportioned among them in the same ratio. It is further clarified that in case there is only one transporter then 100% business load will be given to him.
- iv. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract (partial or full) entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or speed post or in person under recorded delivery. Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination. Any further liability arising by any engagement by the contractor or third party shall not be a binding on BHEL. In any such event the contractor shall not be entitled for any claims on BHEL including cost of permissions obtained, route survey etc. BHEL also reserves the right to terminate the contract, if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and
 - (a) has abandoned or repudiated the Contract or failed to respond despite notice by BHEL to proceed
 - (b) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract.
- v. If the transporter fails or neglects or refuses to observe / perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof, including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- vi. The transporter must ensure that they are IBA approved transporters throughout the contract period. If at any point of time during contract period, it is found that valid IBA certificate is not available, the transporter will not be allocated any load till they submit the valid IBA certificate. During this period, if alternate arrangement need to be made by the way of risk purchase, the extra cost incurred through risk purchase shall be recovered from defaulter transporter.
- vii. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any inappropriate court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.

- viii. If a transporter after award of contract fails to submit the performance security deposit and /or fails to start work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract may be terminated.
- ix. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects.
- x. In case it comes to notice of BHEL at any stage during tendering process / contract period that the particular transporter, has given false / suppressed / forged / fake information, then his contract is liable to be terminated and Earnest Money / Security Deposit shall be forfeited.

20. DESPATCHES BETWEEN SISTER CONCERNS OF BHEL:

In case of dispatches between two units / offices of BHEL, for freight "To Pay" cases, the rate as agreed to by the consignee unit / offices with transporter shall only be paid by the consignee unit / offices. Dispatches to our sister unit / offices shall be made only through those transporters who are approved by the consignee unit /office.

21. CONTRACT WITH SISTER CONCERN:

- (i) This contract in full can also be used for transportation of metallic scrap material from various stations in India to any unit of BHEL (other than BHEL Haridwar) and vice versa.
- (ii) If so, the approved transporters will be required to enter into a separate agreement, submission of security deposit and processing of freight bills with that sister concern of BHEL Haridwar. Also, all issues related to their bookings / placement of vehicles / freight billing / risk purchases etc. will be dealt at those sister concerns only.

22. BHEL RESERVES THE RIGHT

- i. Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- ii. To split up Category/ Groups or tender in totality without assigning any reason thereof.
- iii. To reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- iv. Evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
- v. Accept / Reject any or all tenders fully or partly, reduce / increase business volume and number of transporters, split the award of contract without assigning any reasons thereof.
- vi. To cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
- vii. To have parallel contract at the same rate or different rates with any number of transporters for any destination.
- viii. To reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- ix. To approve such number of transporters as may warrant for smooth operational requirement.
- x. To award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- xi. To restrict allotment of load for outgoing consignments for specific sites to specific transporters who have branch office at destination within/around 100 kms of sites shall be preferred.
- xii. To ensure selection of transporters as far as possible on "low to high" rating of their quoted rates computed with the quantum of business under rate contract, but over-riding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments requiring wide network of branches as also the transporters having their Head Office locally.
- xiii. In case of discrepancy in quoted rates following will be applicable.
 - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- xiv.** Canvassing in any form, in connection with the tender is STRICTLY PROHIBITED and quotation of transporters, who are found involved in canvassing, will be rejected.
- xv.** Non-submission of information or submission of incorrect information in quotation may result in cancellation of quotation.

23. TAXES AND DUTIES

After award of contract, if any law, regulation, ordinance, order or by -law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract. All payments will be subjected to applicable statutory deduction including income tax, TDS.

ANNEXURE- B**SPECIAL TERMS AND CONDITIONS****1. DETAILS OF CATEGORY:****A3S Category (Truck/ Taurus)**

Transportation of Metallic Scrap Material, total weight ranges from **15MT to 41MT**, from anywhere in India to BHEL Haridwar through mechanical Trucks/ Taurus will cover under this Category

Sl.	Description	Distances	Bill of Quantity Approx. (In MT x KM Lacs)
1	A3S Category Consignments above 15MT to 41MT through Trucks/ taurus	Up to 500 kms	4
2		501 - 1000 kms	130
3		1001 - 1500 kms	18
4		Above 1501 kms	320

- Over Dimension Consignment(s) are not allowed under this category. The loading of vehicle beyond the vehicle dimensions is not permitted.
- The size of individual scrap pieces to be transport under this category will normally be within 2500mm×500mm×300 mm and single-piece weight will be within approx. 3MT.
- Payment will be made for actual weight of the consignments (minimum payable weight 15MT) or the Loading Capacity of Vehicle, whichever is lower, limited to 41MT. Transporter will have to submit self-attested copy of RC of the vehicle.

Note: - Basic Freight= Rate (in Rs. /KM/MT) x Approved distance (in Kms) x Weight (in MT)

Diesel variation will be chargeable on the basic freight

Gross freight = Basic freight + Diesel variation

2. RUNNING TIME AND PENALTY ON LIQUIDITY DAMAGE/ LATE DELIVERY:

Prompt delivery of the consignments is of prime importance. Penalty will be levied for delay in delivery of consignments.

The time limit for running of vehicle should be as follows:

Sl.	Weight Slab	Average Running Time
1.	Weight Range from 15MT to 25MT	390 Km per Day
2.	Weight Range from 25MT to 41MT	245 Km per Day

If the consignments are not delivered within the normal transit time as above plus 2 days of '**grace time**', excluding the **Date of Exit** (i.e. Gate Pass date) and **Vehicle Reaching Date** (at destination), **penalty at the rate of 2/7% of gross freight per day** in case of Truck/ Taurus will be levied on the transporter subject to **maximum of 30% of the gross freight**.

3. If due date of delivery falls on Sunday or holiday, the consignment shall be delivered on next working day & no penalty shall be levied to extent of the Sunday / Holiday. However, if the penalty works out to be less than Rs.10/- then the same shall not be charged.

4. FREIGHT RATES

The freight rates quoted by transporters should be inclusive of all other charges like Hamali charges, Labour charges, Statistical charges, Surcharges, Goods tax etc. and no extra claim whatsoever shall arise on any account over and above accepted rates during the currency of contract will be entertained.

Freight shall be quoted in "Rs per Km per MT". Distance approved by BHEL shall be considered for payment. However, minimum chargeable distance allowed will be 200 Kms.

5. DOOR DELIVERY AND DOOR COLLECTION CHARGES: -

All dispatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected & door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.

6. No reimbursement will be allowed for any penalty / charges attributable on account of any loss or damages occurring to any public or private property due to movement of vehicle.

BHEL clearly instruct the transporter to not load the vehicle beyond vehicle capacity. No reimbursement will be allowed for any penalty / charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.

7. Price Variation Clause (PVC) on Diesel Escalation/ De-escalation:

- The rates agreed between BHEL and the transporter will remain firm during the total period of the contract. However, increase/decrease in diesel rates subsequent to award of contract shall be reviewed by BHEL for compensating the same to transporters by extra freight charges.
- The reference diesel rate shall be the actual diesel rate as on tender opening date (part-1). The rates of diesel will be calculated on the basis of IOCL website (www.iocl.com)/ HPCL / mypetrolprice websites rates of diesel prices applicable for state capital of Uttarakhand i.e. Dehradun.
- The latest diesel rate, available on IOCL/ HPCL / mypetrolprice website by 15th date of each month, shall be reviewed and revision in rates shall be applicable from next day i.e. 16th date of month to 15th date of next month. For example, for all GRs between 16th July and 15th Aug shall be linked to the latest IOCL/ HPCL / mypetrolprice diesel rate available by 15th July.
- The percentage of extra freight charges shall be the 30% of percentage hike in diesel rates from the reference diesel rate. For example, if hike in diesel rate is 10% from the reference diesel rate, then 3% extra freight charges of basic freight charges (Rate x MT x Kms) due to diesel escalation shall be payable to the transporters.
- The extra freight charges shall be payable on all bookings subsequent to diesel price hike date.
- In case of decrease in diesel prices, the same above procedure will be followed to reduce the freight charges accordingly.

8. DETENTION CHARGES

The detention charges at loading point or unloading point shall be as follows:

- a. **At loading Point:** For first three (3) days from the date of reporting (from requisition date if placement date is earlier, Date of requisition/ placement date is including in 3 days): **Nil**
Requisition date is date on which vehicle is to be placed.
- b. **At unloading Point:** For first three (3) days from the date of reporting/date of entry at BHEL/site (date of entry/ reporting is including in 3 days): **Nil**
Reporting should be certified by the BHEL employee or customer.
- c. Beyond three (3) days: **Rs.1500/- (Rupees Fifteen hundred only)** per day for each additional day.
- d. Date of exit will not be counted for detention.
- e. No detention charges, whatsoever shall be payable if the responsibility for detention rests with the transporter and the site/unit is ready to receive/load the goods.
- f. Total detention charges shall be limited to 50% of the basic freight. An approval from BHEL shall be obtained for payment of detention charges more than 50% of the basic freight in exceptional cases.

Immediately on reaching the BHEL/site, transporter shall have to inform the reaching/site entry date. In case they are not allowed inside the BHEL/site/works, then they will inform through email, and, GPS data shall be provided by the transporter. In case no representation is made by the site personnel, the case shall be evaluated based on the claim on case to case basis by competent authority of BHEL (DGM or above). The decision of BHEL in this regard shall be final.

9. PAYMENT FOR UNUTILISED VEHICLE

If any vehicle is placed after giving requisition and vehicle is not utilized due to any reason not attributable to transporter, then payment of freight charges shall be made to transporter for minimum 100 Kms at the rate applicable for such distance slab. Approval from GM (Commercial/ Spares or concerned deptt.) shall be required for returning the unutilized vehicle. In such case no detention charge upto 3 days will be paid (Including date of entry & exit and excluding Sunday & holiday).

10. PENALTY FOR LATE PLACEMENT OF VEHICLES / REFUSAL FOR PLACEMENT:

- i. Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/Site Office in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Transporter within stipulated period. All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 8:00 AM to 15:00 Hrs on all working days.
- ii. Free time for placement of vehicles shall be as per table below. For delay in placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles as furnished below:

Sl.	Vehicle Type	Free time for placement (working days)	Penalty (In Rs)
A. At other stations			
1	For Trucks/ Taurus (A3S)	5	1500/- per day per truck

For example: If a Truck/ Taurus (under category A3S) is required to be placed on 10th of October (as per requisition) however, transporter places the Truck/ Taurus on 16th of October. In this case, delay in placement of 01 day shall be considered.

- iii. However maximum penalty on account of late placement of vehicle shall be limited to 30% of the gross freight.
- iv. In case BHEL demands placement of vehicles even on Sundays or Holidays (BHEL Haridwar), the transporter has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.
- v. As and when cranes are hired by BHEL / its representative(s) / clearing agents and same have to remain idle due to failure of the transporter in providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

NON-PLACEMENT / REFUSAL

- vi. If any transporter after allotment of a work of transportation, refuses to book the consignment or does not respond within the time or responds negatively, a penalty amounts equivalent to 10% of freight (Basic freight + variation in fuel, if any) shall be levied on defaulter transporter.

BHEL may allot specific work to any other approved transporter through alternate arrangement by following process:

(A) By Incentive Scheme:

- a) BHEL will inform (eg through email) to all other active/ approved transporters in that category simultaneously.
- b) Based on reply received from these transporters within specified time, the work shall be allotted to the transporter having maximum deviation from awarded load percentage. If two or more transporters have same % of deviation, then allotment of work will be decided through draw of lots in presence of their authorized representatives.
- c) Penalty of 10% of freight (Basic freight including variation in fuel, if any), additional expenditure (including consequential cost, if any) will be recovered from original/ defaulting allottee only.
- d) Half of penalty amount i.e. 5%, levied on defaulter shall be paid to the transporter completing that work as an incentive.

In case no Transporter responds in booking through Incentive scheme, further process will be as follows:

(B) By Calling quotations:

- a) BHEL will seek special quotations (eg through email) from all active/ approved Transporters (except defaulter transporter) of the contract irrespective of category.
- b) Based on reply/ quotations received from other transporters within specified time, the work shall be allotted to the transporter having lowest rates among all received quotation. If two or more transporters quote same, then allotment of work will be decided through draw of lots in presence of their authorized representatives.

- c) Penalty of 10% of freight (Basic freight including variation in fuel, if any), additional expenditure (including consequential cost, if any) will be recovered from original/ defaulting allottee only.

In case original allottee does not place vehicle and vehicle is placed through alternate arrangement then, the BoQ for that special case work will be deducted from the allocated BoQ of the original allottee in the system, and BoQ of the Transporter who accept the special case work will be unchanged.

The additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Carriers/transporters. The decision of BHEL with regard to arriving at the cost of recovery from the Carriers shall be final and binding on the Carriers.

In case vehicle is not being placed through above arrangements, BHEL reserves the right to go for Risk Purchase Clause. In any circumstances, including situations warranting urgent booking or lifting of consignments, BHEL reserves the right to outright go for risk purchase clause.

- vii. In the event of 4 such instances consecutively or 8 such instances in totality, Security Deposit of defaulting transporter may be forfeited and contract may be cancelled.
- viii. In the event of refusal or failure of transporter to book the consignments offered to them, in addition to above penalty, BHEL may exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, on Risk and Cost to defaulting transporter under 'Risk Purchase' clause.
- ix. Further, BHEL reserves the right to take suitable action against any defaulter transporter in addition to above penalty.

11. TRANS-SHIPMENT

- Transshipment in case of consignments booked with "No Transshipment" as a special instruction on GR/LR is not allowed. In case of A3S, transshipment is strictly prohibited.
- Only in exceptional circumstances, when it is inevitable due to breakdown, accident etc. en route, the same can be allowed in A3S only with prior permission of BHEL executive not below the rank of DGM.
- In such cases, anywhere en route, transporter has to comply following before proceeding for further journey:-
 - Transporter has to inform BHEL of such an event immediately in writing, mentioning the circumstances necessitating the transshipment.
 - Transporter will submit self-attested (signed and stamped) copy of RC of vehicle would be deployed, to BHEL.
 - Transporter shall ensure that the same or higher category of the vehicle is placed.
 - Transporter will take prior permission of BHEL as mentioned above.
 - Failing to above points, freight payment will be restricted to actual weight subject to safe delivery of consignment(s); and penalty of 5% of the gross freight amount will be levied.
- In case of approved transshipment, freight will be paid for minimum payable weight as per relevant category OR the loading capacity of vehicle placed originally OR the loading capacity of vehicle through which delivered (lowest of the three).
- In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment due to transshipment shall be recovered from the transporter.
- Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped. BHEL reserves the right to depute their representative to witness transshipment of materials to ensure safety.

12. VEHICLE CATEGORISATION

It is the responsibility of the transporter to ensure loading of vehicle within their registered capacity and its dimensions.

13. LIFTING OF CONSIGNMENTS

The transporters will lift Metallic Scrap Material from Anywhere in India and deliver to BHEL Haridwar whether or not they have their branch office at the originating or at destination station.

14. CLUBBING OF MATERIAL

- Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No freight payment will be released for such cases.
- If more than two such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.

15. VARIATION IN WEIGHMENT OF SCRAP

The variation in weight up to (\pm) 50 Kg in one truck from booking station to weight recorded at BHEL Haridwar's weighbridge, shall not be considered for deduction/ payment of cost of scrap. If variation is more than 50 Kg, the deduction of cost shall be done for total shortage of scrap or as mentioned at Clause "LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS".

16. ROUTE & DISTANCE

- 16.1** The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route considering the safety of consignment. Safe delivery of consignment is the sole responsibility of transporter.
- 16.2** The distance for the purpose of freight admissibility shall be the shortest route exhibited in the Station to station distances calculated and approved by the Distance Committee of BHEL and distance chart is given at BHEL Website <https://hwr.bhel.com> under the heading "Transporter>>Approved Transporters" sub-heading "Approved Transporter" or at address:- <https://hwr.bhel.com/transWeb/approvedDistances.jsp>. Regular updation of BHEL approved distances on above mentioned website shall be in the scope of BHEL's Distance Committee.
- 16.3** If it is found later that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills/Security Deposits.
Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall inform BHEL & take prior permission for longer route. If the transporter transport material without taking permission from BHEL, freight payment will be made as per the shortest route defined in clause no. 18.2 of Special terms and conditions. Longer route permission will be obtained by transporter from consignor (i.e. not below the rank of DGM), clearly mentioning the reason for this and BHEL's decision shall be final and binding on the transporter.
- 16.4** Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.
- 16.5** For transportation of consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like Railways, Post & Telegraph, Electricity Boards, Municipalities, Panchayats, Public Works Deptt., Highways, Forest Irrigation, Police, Regional Transport Offices, etc. for speedy transportation.
- 16.6** The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.
- 16.7** The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.

17. TRACKING OF VEHICLE

- Transporter will permit installation of Vehicle Tracking System (VTS)/Global Positioning System (GPS), on the transport vehicle and allow connection with vehicle battery. In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Mobile, e-mail, web based monitoring system or any other mode desired by BHEL.

- Transporter will provide mobile phone in working condition with vehicle in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.

18. CONSIGNMENT WEIGHT/ MEASUREMENTS

- Up to a difference of 5% between the Invoice and actual weight, **there will be no claim on freight** from either side. Shortage/ damages certificates shall however be provided by the transporter. Weight of BHEL Weigh Bridge will be acceptable.
- In case there is a representation by transporter regarding variation in weight mentioned in the packing list and actual weighment got done by transporter, this claim for change in weight shall be accepted only if the representation is supported by document of weighment of consignment done at BHEL/customer weigh bridge. This document shall be countersigned by the executive of BHEL/customer. In case of HEEP/ CFFP weigh-bridge, CSX/ concerned executive shall countersign the weighment slip or customer representative not below the rank of Executive Engineer. RC Book will also be produced if required for verification of tare weight. It shall be acceptable to both sides (Consignor / Consignee) for payment of freight charges.
- Weight of accessories which may be used by transport such as spreader beam etc. will be extra & not be considered for freight billing purpose. Any expenses on this account are to be included in the cost of transportation quoted by transporter.

19. DEMURRAGE

No material belonging to BHEL will be auctioned by transporters where customer has defaulted in taking delivery. The transporter shall store safely all such consignments. The transporter will inform BHEL under Registered Post and ask for instruction in the matter. These cases should be followed up personally by the Local Branch Manager of the transporter. The matter should also be followed up with the consignee by the transporter. "No demurrage, wharfage, ground rent, godown rent is payable to the transporter under any circumstances for any consignment of BHEL / Supplier anywhere in India. This is applicable for all transporters under BHEL rate contract irrespective of whether one has entered in to contract for one group or more. If transporter's godown or site offices demand demurrage charges from sites / consignee the same will be charge back to the transporters with 50% additional loading on them.

ANNEXURE-C

GENERAL TERMS AND CONDITIONS

1. INFORMATION SYSTEM:

For liaison of day to day work with BHEL/ Customer/ Sub Contractor, it is suggested to depute a Branch Manager at Ranipur Haridwar. In case it is felt necessary by BHEL then contractor has to depute a Branch Manager at Ranipur Haridwar.

2. BOOKING OF CONSIGNMENTS

- i. The intimation for placement of the vehicle/booking of packages shall be conveyed through registered/official e-mails/ vehicle requisition through hard copy.
- ii. The transporter's agent must ensure that he collects copy of Invoice/ T-Note/ Party Challan/ e-way bill and wherever applicable second copy of Invoice/delivery challan, "Duplicate for Transporter" etc., and the same should move along with consignment. Serial number of 2nd copy of Invoice/delivery challan "Duplicate for Transporter" and Material Gate Pass should be mentioned on the GR. In case the supplier does not give 2nd copy of Invoice/delivery challan "Duplicate for Transporter" this should be specifically mentioned on the GR. The transporter shall be liable to compensate for loss, if any to BHEL, on this account.
- iii. Where the consignor has furnished transporter the 2nd copy of Invoice/delivery challan "Duplicate for Transporter" and the same is not delivered to Stores / Sites, the responsibility for loss shall rest with the transporter. Transporters are to make a careful note of this and ensure compliance of this condition without fail/fault. The 2nd copy of Invoice/delivery challan, "Duplicate for Transporter" should be delivered with the material to consignee against signature.
- iv. All dispatches to BHEL Haridwar, must be door delivered at Central Plant Stores BHEL, HEEP/CFFP/Traffic. All dispatches to Customer's site must be door delivered. Transporters shall collect and deliver the consignments from BHEL sites/ suppliers or other notified places without any extra charges.
- v. E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses en-route or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
- vi. Loading/unloading including crane facility, at consignor's/consignee's premises shall be the responsibility of the consignor/consignee/BHEL as the case may be. Similar facility of loading /unloading shall be maintained by the transporter at their godown and will be extended free of cost to consignor/consignee.
- vii. All the R.T.O. permission or any other permission / authorization from competent authority shall be obtained by transporter at his own cost. Any contingency arising in this respect shall be the responsibility of transporter. However, state road permits, wherever required shall be made available by the consignor. Also, the transporter shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, rescue operation if any.
- viii. For the cases, where terms and conditions are not explicitly mentioned in this contract, The Carriage by Road Act, 2007 shall be applicable.
- ix. Transporter shall carry materials / packages / consignments or whatever kind of description and weight and the vehicles carrying such consignments shall be suitably equipped for the same. He shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession. The transporter shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost. All the safety precautions required in transportation such as lashing and securing the consignments, providing red flags, light, pilots / escort etc. shall be the responsibility of the transporter.
- x. The G.R. issued at the booking station should be complete and there should not be any cuttings/overwriting on it. A copy of G.R. should be given to the consignor at the time of taking delivery of the material and a responsible person on behalf of transporter should sign on the G.R. Following information should be clearly indicated on G.R.
 - (i) Reference of BHEL Ranipur (Haridwar) Purchase Order / Work order /Sub-Contract Order gross weight.
 - (ii) Weight of the packing cases
 - (iii) Registration No of the vehicle
 - (iv) Name & address of the consignor with specific destination
 Transporter shall not in any case issue GRs to the suppliers / consignor for despatch of material to BHEL plant / site without taking physical possession of materials.

- xi. Transporter and his agents shall comply with the security & safety regulations of the company in the matter of entry/exit from plants/sites/ports and the movement inside the premises of BHEL/ports/sites.
Transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the company's officers / staff. In the event of any misbehavior, reported by the officer concerned of BHEL, the transporter shall immediately withdraw such employee / persons from the work.

3. **SUB-LETTING OF WORK:**

- 3.1 Under no circumstances, the transporter after entering the rate contract would be permitted to sublet transportation of consignments entrusted to him through other transporters/ agencies.
3.2 Hiring of vehicles will be permitted; however, sub-letting of work is strictly prohibited. Whole responsibility of safe transportation will rest with the transporter(s) to whom the contract is/are awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

4. **TRAFFIC REGULATIONS & REQUIREMENTS:**

- 4.1 The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any accident/ damage to the vehicle while it is enroute or on the company's/customer's work or when parked in or around the company's/ customer's or any other premises, or during loading/unloading or any other circumstances.
- 4.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 4.3 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. All BHEL consignments shall be transported only in fully insured vehicles and vehicle having all statutory valid documents. Any damage due to wrong deployment of vehicles is to the Contractor's account.
- 4.4 It shall be the responsibility of the transporter to provide at his/her/their cost trained and licensed personnel for running the vehicles. The Transporter shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card 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.
- 4.5 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.
- 4.6 Proper loading and lashing of the consignments in most secured manner shall be done by the transporter keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 4.7 Transporters shall make aware concerned drivers/staff about the danger and safety aspects related to transportation of hazardous lifting, handling and tilting of such consignments.
- 4.8 Transporters shall ensure that Motor Vehicle Act 1988 (as amended from time to time) is strictly followed as applicable. Vehicles deployed for the job must be roadworthy, and having necessary road permit, insurance and all related documents/ certificates.
- 4.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet, documents to be carried etc. and also conversant with the environmental impact arising from the wasteful activities pertaining to use of fuels, lube & other oils, its spillage and proper disposal of various items used in automotive vehicles. The Transporter 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 valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.
Transporters shall follow all necessary instructions relating to environmental safety and occupational Health Safety. Transporter shall follow all necessary instructions relating to **ISO-14001** and **OHSAS-18001** obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.
Some of the necessary instructions are mentioned as below-
- (a) Transportation of goods of dangerous or hazardous nature should be in carriages equipped with safety equipment.

- (b) Class labels are required to be displayed on vehicles carrying hazardous substances. Vehicles shall carry material safety data sheet (MSDS).
- (c) Carriages carrying hazardous goods shall be legibly marked with Emergency Information Panel.
- (d) Driver is to be instructed about the risks and precautions involved with the carriage of hazardous goods.
- (e) Driver shall report to the nearest police station about accident, if it takes place during transportation. He shall also inform the consignor/consignee immediately.
- (f) Safety requirement during external (outside BHEL Haridwar premises) transportation also.

- 4.10 The Transporter 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 Transporter.
- 4.11 Any changes in Motor Vehicle Act announced by Govt. of India, Ministry of Surface & Transport from time to time will be applicable and the same shall be binding both on BHEL & transporters. Additional financial burden if any on transporter will be decided mutually.

5. **ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:**

- 5.1 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.
- 5.2 The transporter shall get required permission from Govt. of India, Ministry of Road Transport & Highways (MoRTH) or from State Govt (s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter has to produce such approved documents if asked by BHEL.
- 5.3 Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.

6. **PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:**

To ensure safe transit, the consignment loading shall be organised by BHEL in association with the transporters. The transporter shall ensure: -

- 6.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 6.2 Good quality lashing ropes in sufficient numbers, length and diameters and other items required to ensure safety of consignment.
- 6.3 To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin and /or suitable covering to the consignments.
- 6.4 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.
- 6.5 Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from loading point.
- 6.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

7. **SAFETY OF CONSIGNMENT:**

- 7.1 The transporter shall be solely responsible for the safe custody of the material/ consignments from the time documents are handed over to him until the consignments are delivered at the destination and acknowledgement for the same is duly obtained.
- 7.2 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.
- 7.3 The transporter will indemnify BHEL and not hold BHEL responsible against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

- 7.4 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.
- 7.5 Transporter shall NOT auction any material belonging to BHEL where customer/ suppliers/ consignee/ destination agency 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 which shall be issued within 7 days of such notice. The transporter concerned should take up these cases with the consignee as well as consigner simultaneously.
- 7.6 Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on **freight "To Pay" but no demurrage payable** basis without waiting for instructions. In such cases, liability for *to & fro* freight will rest with BHEL.

8. **STATUTORY AND OTHER IMPORTANT OBLIGATIONS OF TRANSPORTER:**

- 8.1 The transporter will observe and comply with the requirements of the Minimum Wages Act, Payment of Gratuity 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 its employees.
- 8.2 The transporter shall indemnify BHEL and not hold BHEL responsible against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 8.3 The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 8.4 All restrictions/ provisions under **Rule no.144 (xi)** of the **General Finance Rule (GFR)** i.e. procurement from bidders representing countries sharing land borders with India, Public Procurement shall be applicable as per order no. F.No.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (DoE) (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>).
- (a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. The requirement of registration has been applicable since 23.07.2020. Competent Authority for registration is specified in Annexure-I of DoE Order. (ref Clause 2 of DoE Order)
- (b) The definition of bidder (or entity) from a country which shares a land border with India is mentioned at clause 12 of DoE Order.
- (c) Beneficial owner for the purposes of para 12 (d) is mentioned at clause 13 of DoE Order .
- (d) The definition of 'Agent' for the purposes of para 12 (e) is mentioned at Clause 14 of the DoE Order. However, a bidder who only procures raw materials, components etc. from an entity from a country which shares land border with India and then manufactures or converts them into other goods, will not be treated as an Agent. (ref Note (ii) of clause 14 (Definition of Agent))
- (e) As per clause 17 of DoE Order i.e. Sub-contracting in Works contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. As per Note mentioned in the DoE Order, procurement of raw material, components, etc. does not constitute sub-contracting.

9. **INDEMNITY:**

- 9.1 The transporter shall have to indemnify BHEL and not hold BHEL responsible against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees.
- 9.2 The transporter shall indemnify BHEL/ 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.
- 9.3 The transporter acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.

As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.

- 9.4 The transporters approved and operating under the transportation rate contracts shall be indemnify BHEL against: -
- (i) Observance of Labour & Industrial Laws.
 - (ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - (iii) Documentary non-compliance relating to freight billing.
 - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

10. **CONSIGNMENT NOTE CERTIFICATION:**

The following information shall invariably be **legibly and clearly indicated on the BHEL's** (as per **Annexure-G**) **Consignment Note** (i.e. LR Performa) by the transporter at the time of loading of the consignment and prior to certification of dispatch:-

- i) Registration No(s). of the vehicle(s).
- ii) Weight
- iii) Name & address of the consignor and consignee with specific locations.
- iv) Description of the consignments with BHEL Purchase Order (PO) / Work Order (WO) reference.
- v) Distance to destination in KM and rate of freight.
- vi) Freight details and consignment value.

In case BHEL/ Customer required to book the consignment through e-LR, contractor is binding and arrange the same by doing necessary changes at their end.

11. **LOSS IN TRANSIT / DAMAGES / SHORTAGES / INSURANCE / CLAIMS:**

The transporter is responsible for safe delivery of the consignment at the destination. Though BHEL / Customer/ Vendor/ Sub-Contractor (as the case may be) shall arrange insurance of the consignment, but, this will not in any way absolve the transporter of the responsibility of safe and proper transportation of the goods, and of transporter's liability either direct or consequential thereof including legal complications, if any. Besides,

- a. The Contract as entered into between BHEL and the transporter shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them.
- b. The weight, measurement and description of Goods/Materials mentioned in the Challans/Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier besides other documents shall form the basis for assessing the loss in transit and for recovery of damages compensation thereof, if any. Loss shall be assessed solely by BHEL and shall be on cost basis (Cost shall include freight incurred in replenishment, if any).
- c. The transporters shall also be responsible for checking the packing conditions of consignments before he/she/they takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporter has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.
- d. In case of accident/loss/theft during transit, transporter shall register FIR at nearest Police Station at earliest and report the case to BHEL within 48 hours in writing or through email. Transshipment in such case may be allowed (without imposing transshipment penalty) with permission of concerned BHEL officials.
- e. Further, in case of accident the transporter is obliged to submit the required documents in time. The failure to do this shall be treated as fault that is attributable to transporter:
 1. Vehicle RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy duly acknowledged (with remarks, if any), 6. Damage/Open delivery Certificate (Original), 7. FIR Copy, 8. Any other documents as required by Insurance Agency.

- f. The Transporter shall be 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.
- g. The Transporter 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 Transporter. BHEL is not responsible for any injuries to the Transporter's personnel inside the company premises.
- h. BHEL prefers 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 between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any 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.
- i. Freight charges for consignments acknowledged on delivery under damage / shortage / discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer.
- j. In case, where the damage / loss due to willful negligence of transporter is proved or in case of non-delivery of consignment, the full cost of the loss shall be recoverable from the transporter, besides non-payment of freight of that consignment/package.
- k. In cases of loss/ damaged/ open delivery/ shortages, freight amount shall be payable only after assessment / adjustment of loss.
- l. The recovery of such loss shall be done from the amount of freight of the respective consignment/ running bills/ Security Deposit. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor/Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD
- m. However, the payment of freight processing of invoice in any of the above cases, shall not relieve the transporter of their total liability towards loss in case of any reason attributable to transporter arose even at any later stage. BHEL reserves the right to recover such liability at later stage.
- n. In case transporter fails to pay the recoverable amount, necessary action in the Court of Law may be initiated by BHEL. Simultaneously, action towards suspension of business dealings with defaulting transporter shall also be considered as per company policy.
- o. Transporter has to ensure that all the material shall be delivered and freight bills for the same to be submitted at least two months before the expiry of the Security Deposit. Also, if damage / insurance case is still pending and validity of security deposit is going to expire, the validity of security deposit shall be extended accordingly by transporter.
- p. However, if the amount to be settled is lower than the amount of security deposit then transporter will have to provide the extended Security Deposit for that amount only for the extended period. If Security Deposit is not extended by transporter before expiry, the respective Security Deposit shall be invoked.
- q. During the extended period, if the Insurance claim / case is settled, the freight bill will be processed as mentioned above.
- r. If damaged consignment is received, transporter shall have to furnish/submit following (indicative) documents for raising & subsequent admittance of insurance claim:
 - (i) Permanent registration (R.C) of vehicle in which load carrying capacity of vehicle is clearly indicated (for ensuring that vehicle was not overloaded).
 - (ii) Valid driving license of driver for relevant category (for ensuring that authorized person was only driving the vehicle).
 - (iii) Damage/shortage certificate certifying that material has been damaged/shortage in transit.
 - (iv) Any other documents required by BHEL/Insurance agency.

In case transporter fails to furnish the above documents & insurance claim is rejected due to same, the loss to BHEL shall be recovered from transporter.

- s. In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.
- 12. SAFE DELIVERY:**
- 12.1 The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period.
- 12.2 Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.
- 12.3 For all overdue consignments (i.e. delayed beyond the stipulated delivery time, transporters shall, through their local office, submit delivery status of the consignments regularly on weekly basis.
- 13. DESPATCH DOCUMENTS:**
- 13.1 While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- i. Despatch Advice Note/Challan,
 - ii. Tax Invoice copy indicating Purchase/Work Order reference.
 - iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - iv. Consignee Copy of LR for door delivery,
 - v. E-way bill, wherever applicable,
 - vi. SMIV/PMIV/Gate Pass, wherever applicable.
- 13.2 The transporter shall be responsible for delivering the connected documents particularly gate pass/invoice, counter-foil of MDCC, E-Way bill etc. to the consignee and obtaining acknowledgement of the same.
- 13.3 In case the transporter fails to deliver original Tax Invoice/ Gate Pass (duplicate for transporter to claim MoD vat) and any other required documents to CDX/CSX or concerned departments of BHEL and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 13.4 Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 13.5 All documents related with transportation, required to be shown at various check posts are to be collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
- 13.6 E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses enroute or, in case of transshipment amendment to e-way bill will be done as per the guidelines of e-way bill system.
- 13.7 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 Contractor and consignment got released and delivered in time.
- 14 ESCORTS:** Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.
- 15 DELIVERY & ACKNOWLEDGEMENT:**
- 15.1 The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
- 15.2 All door delivery consignments with consignee copy attached will have to be delivered to site/ customer/ destination point in case of outgoing consignments and to CSX/CDX/ CFFP (as per specific case) BHEL Haridwar for incoming consignments.
- 15.3 Door delivery consignments with consignee copy for self-consignments and also godown /store delivery consignments will have to be delivered by the transporter to CSX/ CFFP, BHEL Haridwar as soon as the

intimation either telephonically or in writing, is received by the transporter, as to the availability of consignee copies of LR's with BHEL.

- 15.4 The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments to CSX/CDX/ CFFP (as per specific case) BHEL Haridwar. Additional delivery charges from the city godown to BHEL Haridwar may be billed extra subject to satisfactory completion of delivery.
- 15.5 The consignee copy of the LR shall be surrendered by BHEL only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
- 15.6 No other miscellaneous charges will be paid against such consignments both for incoming/ outgoing cases irrespective of nature of booking including godown/stores delivery consignments.
- 15.7 In case of any damage/ loss to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 15.8 The transporter will be bound under the contract to give shortages/ damage/open delivery/ joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 15.9 The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 15.10 Transporters shall ensure submission of damage/shortage/loss/discrepancy certificate in the prescribed **Annexure-E**, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.
- 15.11 In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

16 RECOVERY TOWARDS IDLE CRANE CHARGES:

As and when cranes are hired by BHEL/its representative(s)/clearing agents and same have to remain idle due to failure of the transporter not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

17 Force Majeure: The following shall amount to force majeure conditions:

- I. Acts of God, Acts of any Government, War, Hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy, Civil war, rebellion, revolution, mutiny, usurpation of Civil or military government, conspiracy, blockades, Sabotage, Riots, Civil Commotions, insurrection, terrorist acts, acts of Public enemy, Flood or inundation, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, volcanic activity, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, plague, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control.
- II. If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- III. The contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end

or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

- IV. Force Majeure conditions will apply on both sides i.e. BHEL as well as the contractor. During the period for which Force Majeure conditions are approved, there will be no claim from either side i.e. Detention claim by contractor or LD recoverable by BHEL. Contractor will also not be entitled to claim any damages due to the impact of force majeure conditions.

18 GENERAL FREIGHT PAYMENT TERMS:

18.1 Mode of payment of freight will be either on:

18.1.1 **"To Pay"** [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination. To pay cases where payment condition is "Billed by Haridwar" will also be billed at BHEL Haridwar.

or

18.1.2 **"To be billed/Prepaid"** [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Haridwar and production of documentary evidence in support thereof.

18.2 All freight payments for (a) incoming consignments to Haridwar and (b) from one destination to another, under category **'To be billed/Prepaid'** will be paid at Haridwar through CDX.

To Pay cases where freight bills are to be paid by consignee, Freight confirmation letter (FCL) will be issued by BHEL on submission of photocopy of material acknowledgement taken from consignee duly certified by him.

18.3 For Outgoing consignments despatched from Haridwar under 'To be Billed/Prepaid' category, payment will be made at Haridwar through CDX only after getting/ submission of acknowledgement from site/customer and other relevant documents.

18.4 All freight payment will be made through e-payment (NEFT/RTGS) after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

18.5 Payment of clear and admissible freight bills shall normally be made within the period as given in below table from the date of presentation of the bills duly supported by properly acknowledged GR. The GR should also clearly bear the registration number of the vehicle on which the consignment has been dispatched. Freight bills to be prefer for submitted in Performa attached at **Annexure-D** along with following documents:

- Original freight bill (4 copies)
- Original acknowledged GR with 2 photocopies.
- Gate pass, Requisition (2 copies each)
- Approval for transshipment if transshipment/puller change is done enroute
- Approval for diversion if the consignment is diverted from original destination

Type of bidders	Payment (No. of Days)
Micro & Small Enterprises (MSE)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

18.6 **All Freight Bills must be submitted within 6 months of GR date or 3 months of delivery date whichever is earlier, beyond which, acceptance of freight bill(s) is on fully BHEL's discretion.**

18.7 Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage. Further, BHEL's decision shall be final and binding on the Transporter in such cases.

18.8 The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of transporter under GST, such implication shall be to transporter's account.

The bidder to provide status under Goods and Service Tax (GST), registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

As per GOI, Goods Transport Agency is having option to opt either Reverse Charge Mechanism (RCM) or Forward Charge Mechanism (FCM). In case of RCM, the GST without input tax credit to GTA, shall be paid by Service Recipient and in case of FCM, GST with input tax credit to GTA, shall be payable by GTA.

The bidder shall clearly provide option opted and same shall be valid for the said financial year. GST shall be reimbursed as per actual, after showing/available on GST portal.

- 18.9 E-Invoicing under GST is being implementing w.e.f. 01.08.2023 for all the taxable persons (suppliers/vendors etc.) having turnover more than Rs. 5 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.
- 18.10 In case the bidder delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to bidder's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India.
- 18.11 CBIC has issued Notification No. 10/2023-Central Tax | Dated: 10th May 2023, for "mandatory declaration on the invoice" for such taxpayers who are not mandated to generate e-invoice/IRN although having aggregate turnover exceeding ₹5 crores in any of the FY from 2017-18 and onwards. Accordingly, in terms of above notification such persons (suppliers/vendors etc.) shall be required to provide below declaration to that effect in the invoices issued by them.
- "I/We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."**
- 18.12 **Bidder will be entertained only if the transporter 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. Bidder under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal.
- 18.13 Bidder shall mention their GSTIN in all their invoices 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.
- 18.14 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). Invoices will be processed only upon completion of statutory requirement and further
- Vendor declaring such invoice in Form GST
 - Receipt of Goods or Services and Tax invoice by BHEL
- 18.15 The transporter 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.
- 18.16 In case of discrepancy in the data uploaded by the transporter 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. Transporter 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.

- 18.17 In cases where invoice details have been uploaded by the transporter but failed to remit the GST amount to GST Department 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.
- 18.18 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 contractor and interest if any will be recovered from contractor.
- 18.19 Where any GST liability arising on BHEL under Reverse Charge (RCM), the transporter 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 transporter.
- 18.20 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 transporter.
- 18.21 Applicable GST if any on forfeiture of Security Deposit, penalties shall be recovered from contractor.

19 LOADING AND UNLOADING OF MATERIAL/ CONSIGNMENTS:

- 19.1 BHEL shall be responsible for loading of all outgoing & unloading of all incoming consignments in its factory premises. Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Loading & Unloading. However, availability of transporter's representative is mandatory during loading / unloading.
- 19.2 Unloading of outgoing consignments at the customer's end / BHEL site / sub-contractors works shall be done as per terms of BHEL's contract with the customers / sub-contractors.
- 19.3 Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.

20 PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:

- 20.1 The performance of the transporters shall be evaluated time to time and evaluation will be based upon the parameters like Booking acceptance, timely placement of vehicles, Providing GPS details, safe & timely delivery, material reach reporting, transshipment and timely submission of freight bills.
- 20.2 Business distribution as specified in Terms & Conditions may therefore, vary from time to time, depending upon the performance of the transporters.
- 20.3 Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

21 ARBITRATION: -

(i) 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.

(ii) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

(iii) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the Delhi International Arbitration Centre (DIAC) for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.

(iv) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the DIAC.

(v) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the DIAC. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.

(vi) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the DIAC.

(vii) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.

(viii) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.

(ix) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued (Haridwar in this instance case) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.

(x) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.

(xi) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.

22 In case of Contract with Public Sector Enterprise (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 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 (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

23 JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at Haridwar only shall have jurisdiction.

24 RESCUE OPERATION

Transporter shall be fully responsible for rescue operation. If any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier /crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

25 Grace Period for Kanwad Mela (In July/August)/other delays:

25.1 A grace period of total 12 (Twelve) days on account of Kanwad Mela (10 days relaxation before Date of Shivratri, 1 day of Shivratri and 1 day relaxation after Date of Shivratri) shall be given only in respect of the consignments which are due to pass in the restricted zone i.e. Haridwar– Roorkee–Muzaffarnagar -Meerut - during the period as per the contract and starting date of consignment. This relaxation shall be for placement time of vehicles as well as for delivery time.

25.2 Delays in transportation of consignment due to imposition of restriction by State Governments, beyond the control of transporters, will be granted grace period by BHEL authorities for the purpose of obtaining clearances from the various state govt. departments. Maximum grace period will be limited to 15 days. However, transporter has to obtain prior permission from BHEL and also required to submit documentary evidence obtained from the department concern of the State Government in support of the same.

26 HILL AREA FREIGHT:-

- The transportation of consignments to various hill area sites is also included. The transporter shall be paid extra freight @ of 60% of basic freight rate applicable for the categories of consignments for hill distance portion only in addition to the normal freight due to the transporter for the total journey. The list of hill area projects indicating details of distance (Plain area distance, Hill portion distance and total distance), if any during contract period, shall be communicated on case to case basis.

27 COORDINATING AGENCY AT BHEL: Nodal agency at BHEL for coordination of any type of query, reporting, tracking of material, issues enroute etc. with transporters shall be the planning/awarding agency who is handing over material to the transporter and additionally CDX department may co-opt in specific cases. For outgoing materials from BHEL, Haridwar, concerned executive of CDX department shall be contacted.

28 RISK PURCHASE: -

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 along with applicable overheads, GST, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. The decision of BHEL with regard to arriving at the cost of recovery (including applicable overheads) from the Carriers shall be final and binding on the Carriers.

29 INTEGRITY PACT:

In order to have more transparency, Independent External Monitors (IEMs) have been nominated, who can monitor the tender process and the execution of the contract for compliance with the principles.

More details are given in 'Integrity Pact' attached (Annexure-J). **The supplier has to attach signed copy of Integrity pact in Part-I of tender. Tender without signed copy of Integrity pact will not be accepted. Format of Integrity Pact is attached.**

Note: - Bidders to ensure to submit duly signed and stamped Integrity Pact by authorized signatory in Part-I (techno commercial bid) itself.

30 BANNED FIRMS: The offers of the bidders who are on the debarred list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

(A) Integrity commitment, performance of the contract and punitive action thereof:

A.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.

B. Commitment by Bidder/ Supplier/ Contractor:

B.1 The bidder/ supplier/ contractor commits 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.

B.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

B.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, 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.

31 **Breach of Contract:** Wherein 14 days period has expired and Supplier/Vendor has failed to remedy the breach of contract, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to the contractor.

Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor/ Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor/ Contractor, retention amount, from the money due to the Supplier/Vendor/ Contractor etc. with BHEL) or the other legal remedies shall be pursued.

Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor/ Contractor.

If Supplier/Vendor/ Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a. from dues available in the form of Bills payable to defaulted Supplier/Vendor/ Contractor against the same contract.

b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor/Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor/ Contractor.

It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

BHEL reserves the right to act against breach of contract clause or risk purchase clause or against both the clauses.

32 Laws Governing the Contract: The Contract shall be governed by the Laws of India and shall be operated complying with 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.

33 Declaration by bidder on Conflict of Interest:

Bidders having a conflict of interest shall not be eligible to participate in the tender process.

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature & Stamp of Bidder

Manager (CDX)
Bharat Heavy Electricals Limited

Annexure-D
Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/2526-007

Bill No. _____

Bill Date. _____

Name of Transporter. _____

Full Address. _____

PAN Number. _____

GST Regn. Code. _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl.	Requisition No. & TC No. & Dates	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment Category	Freight charges	Variation due to Diesel	ODC/Other Charges	Total	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Bidder registered under **reverse charge mechanism** has to declare that M/s. is not taking tax credit of input/capital good tax for rendering such services GST paid under reverse charge mechanism paid by the consignor/consignee.

OR,

Bidder registered under **forward charge mechanism** has to submit GST compliance certificate.

Signature & Seal of Transporter**Total amount in words verified for payment Rs. _____**

Special Instructions for Submission of Bills**Requirement of RC:**

Transporter has to submit permanent vehicle registration certificate (RC) with valid fitness certificate at the time of placement of vehicle. Temporary registration certificate shall not be considered & freight bill will not be passed based on temporary RC.

The Following Information Should be Incorporated in the Bill (To be submitted in 4 copies):

Tender No., TC No./ NoN-TC Requisition No.& Date (whichever is applicable), GR No. & Date, Work Order No., Consignor and consignee addresses, GST Details of both BHEL & transporter, Transporter Details, Vehicle No., Rates per MT per KM, Diesel Escalation Rate, Basic & Total Freight.

Supporting Documents to be submitted along with the Bill:

Original GR with 02 Photo Copies (Self Attested), Vehicle Requisition - 2 Copies, Loading Plan (if applicable), Gate Pass, Vehicle RC Copy (Clearly mentioning Load Capacity of Vehicle(self-Attested), weight slip, Transshipment Approval (If applicable), Under Load approval (If applicable), Delay Approval (If applicable).

Information Required on Receipt of GR to be Clearly Mentioned:

Vehicle No., Site Name, Stamp of Site to be endorsed, Reporting Date and Unloading Date, if some packages are Damaged then Damage Certificate to be attached.

Annexure-E

Performa for Notice of Damage/Shortage/Loss/Discrepancy to consignment on delivery
(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

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

Consignment Note (L/R) No

Freight Bill No.

Despatch Advice Note No.

Work Order No. Freight charges: (Rs)

Consignee Destination:

Particulars of damage/shortage/discrepancy reproduced as reported:

--

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

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

[Please ✓ mark]

Date: _____ (Authorized signatory of the transporter affixing the Company Seal)

(For endorsement by concerned Commercial Group)

Annexure- F**Performa for Price Bid Format (For Sample Purpose Only)****Annexure-F, Bill of quantity / Schedule of rates**

- Bidders need to submit Price Bid in prescribed format of excel sheets only and has to upload online on the portal.

Note:

1. Every transporter has to necessarily quote rates for total Bill of Quantity; and the quoted rates are valid for total Bill of Quantity as above or/and part thereof, failing which complete offer Bid for this group will be ignored.
2. Every transporter has to necessarily quote rates for all distance slabs failing which complete offer Bid will be ignored.
3. The 'Bill of Quantities' given in the price bids are tentative and may vary.
4. The rates quoted by bidder shall be in Rs. per KM per MT and excluding GST.

Price-Bid: Format (Sample)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER
<p>Validate Print Help Wise BoQ</p>					
Tender Inviting Authority: BHEL HEEP HARIDWAR					
Name of Work: Rate Contract for All India Road Transportation of Metallic Scrap Material weighing upto 41MT through Mechanical Trucks.					
Contract No: BHEL/HWR/CDX/ENQ/2526-007					
Name of the Bidder/ Bidding Firm /					
PRICE SCHEDULE (ALL CATEGORIES)					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
::::SPECIAL NOTE::::					
Please read the Floating Note in M Cells before quoting.					
If bidder does not quote for all distance slabs, then bidder's quote will not be considered					
Sl. No.	Item Description	BoQ (Bill Of Quantity i.e. tentative business volume)	Units of BoQ	BASIC RATE in Rs. per KM per MT (excluding GST) in Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT in Rs Lakhs
1	2	4	5	13	53
1	Truck Categories A3S: Quoting for all groups under this categories is mandatory.				
2	A3S category- Truck, 15MT to 41MT				
2.01	Up to 500 kms	4.00	MT-KM) in Lacs		0.00
2.02	501 - 1000 kms	130.00	MT-KM) in Lacs		0.00
2.03	1001 - 1500 kms	18.00	MT-KM) in Lacs		0.00
2.04	Above 1501 kms	320.00	MT-KM) in Lacs		0.00

ANNEXURE-G**BANK GUARANTEE BOND**

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2526-007. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s)) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Self-Certification Affidavit**(To be executed on non-judicial stamp paper worth ₹100/-)**

To,
AGM (CDX), HEEP, BHEL HARIDWAR

1. We _____ (IBA Code _____) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/2526-007 Dt 30/03/2026 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep validity of price for a period of 150 days from the date of opening the same.
3. A sum of ₹ _____/- (Rs _____ Lakhs only) is herewith forwarded as EMD in the form of _____ in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Haridwar.
 - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
 - We confirm that none of our Group concerns 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 firm/company.
 - We confirm that other than us (Name of bidder), 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 Partner(s)/common Director(s).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
 - o BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - o Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
9. Verified and signed today, the ___(Day) of ___(Month) (Year) at (Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:**(Signature of the bidder affixing official stamp)****Complete Address of the Bidder:****Name & Designation****Contact details:****Name & Address of witnesses:****Witness 1:****Witness 2:**

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4 - Compensation for Damages

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

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/Contractors/Sub-contractors

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

Section 8 - Independent External Monitor(s)

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

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

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

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

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

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

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

[Handwritten Signature]
Amr Varan
General Manager
C.D.X.
Haridwar

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place Haridwar Date 30/03/26

Witness:
(Name & Address)

[Handwritten Signature]
Vineet Kumar
Sr. mgr / CDX

Witness:
(Name & Address)

Clause on IP in the Tender**“Integrity Pact(IP)**

a) IP is tool to ensure that activities and transactions between the company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri. Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

b) The IP as enclosed with tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-1, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in bidding. In other words, entering into pact would be preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibility of IEMs. In case of any complaints arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM(phone/post/email) regarding the clarification, time extension or any other administrative queries, etc on the tender issued. All such clarification/issue shall be addressed directly to the tender issuing(procurement) department's official whose contact details are provided below:

Details of contact person(s):

(2) Name: Amit Varan
 Deptt: CDX
 Address: BHEL/HEEP, Ranipur
 Haridwar-249403
 Phone: 01334-281050
 Email: avaran@bhel.in
 Fax: 01334-281050

(2) Name: Vineet Kumar
 Deptt: CDX
 Address: BHEL/HEEP, Ranipur
 Haridwar- 249403
 Phone: 01334-281556
 Email: vineet.k@bhel.in
 Fax: 01334-281556

PERFORMA FOR CERTIFICATE OF NO DEVIATION**(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)**

To,
AGM, CDX
BHEL Haridwar

Dear Sir,

Subject: No Deviation Certificate

Reference:

- 1) Tender Enquiry Number BHEL/HWR/CDX/ENQ/2526-007 Dated 30/03/2026
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Enquiry Number.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,
Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:

Disclaimer: Documents submitted by bidders will be visible to all participating bidders/ Public domain as per guidelines and policies of eprocure.gov.in / NIC portal.