

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

HPVP VISAKHAPATNAM -530012 AP

OUTSOURCING

Ph No. 0891-288 1345 & 1515

e-mail: dgs@bhel.in & rameshsnvs@bhel.in

NOTICE INVITING TENDER

NIT Ref No: OS/VTC/2025-27/121/76

Date: 29.11.2025

**Sub: Transportation of consignments through Mechanical vehicles and Smalls/Part Loads – All India
Transport Contract 2025-27 - Reg.**

1. Bharat Heavy Electricals Limited is a Government of India Maharatna Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL HPVP Visakhapatnam, one of its manufacturing Units, invites sealed tenders in Two-part bid from eligible Contractors, who fulfil qualification criteria as stipulated in NIT, for providing the total logistics solutions i.e. safe and secure transportation of consignments through road by Mechanical vehicles and Smalls/Part Loads including undertaking of feasibility study/route survey, civil works, if any.
2. Pre-Qualification Requirements (PQR) for the above said work is enclosed.
3. The tender documents are to be downloaded in the Web Site of BHEL <https://eprocurebhel.co.in/> only. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on <https://eprocurebhel.co.in> only.

(sd)

Sr. Manager/Out Sourcing

SIGNATURE & SEAL OF THE BIDDER

INDEX

Heading	Clause	Description	Page No.
Notice Inviting Tender - Summary			5-6
Scope of Work	1.0	Schedules	7
	2.0	Groups & Categories	8
Pre-Qualification Requirements (PQR)	1.0	Firm Registration	9
	2.0	Fleet Ownership	9
	3.0	IBA recommendation	10
	4.0	PAN	10
	5.0	GST	10
	6.0	Annual Turnover & IT Returns	11
	7.0	Experience	12
	8.0	Power of Attorney	12
	9.0	Branches	12
Commercial Terms & Conditions of Contract	1.0	APPLICATION	13
	2.0	DEFINITION OF TERMS	13
	3.0	SCOPE OF CONTRACT	15
	4.0	DETAILS OF SCHEDULES	15
	5.0	CONTRACT AGREEMENT	15
	6.0	CONTRACT PRICE/FREIGHT CHARGES	15
	6.3	TAXES & DUTIES	16
	6.4	BASIC FREIGHT	16
	6.5	FIXED ADDITIONAL CHARGES	16
	6.6	VARIABLE ADDITIONAL CHARGES	16
	7.0	PRICE VARIATION CLAUSE (PVC) FOR DIESEL	17
	8.0	EARNEST MONEY DEPOSIT (EMD)	18
	9.0	SECURITY DEPOSIT (SD)	18
	10.0	OFFER VALIDITY	19
		TENURE OF CONTRACT	19
		EXTENSION OF CONTRACT	19
	11.0	BUSINESS DISTRIBUTION IN RATE CONTRACT	19
	12.0	WEIGHT MEASUREMENT	20
	13.0	VOLUMETRIC CONVERSION FOR BULK/VOLUMINOUS CONSIGNMENTS	20
	14.0	ROUTE SURVEY AND FEASIBILITY STUDY	21
	15.0	ROUTE & DISTANCE	21
	16.0	CLASSIFICATION OF LOADING PLACE	21
	17.0	INDENT FOR PLACEMENT OF VEHICLES	22
	18.0	CANCELLATION OF INDENT	22
	19.0	REJECTION OF INDENT	23
	20.0	DELAY IN PLACEMENT OF VEHICLES	23
	21.0	NON-PLACEMENT OF VEHICLES WITHIN TIME	23
	22.0	MOBILIZATION	23
	23.0	ENTRY DOCUMENTATION	23
	23.4	TAX INVOICE	23
	24.0	RIGHT OF REJECTION OF VEHICLE	23
	25.0	LOADING & UNLOADING	24
	26.0	JOURNEY MANAGEMENT	24
	27.0	DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS	24
	28.0	ADDITIONAL TRANSIT TIME	25

SIGNATURE & SEAL OF THE BIDDER

	29.0	LASHING OF THE CONSIGNMENTS	26
	30.0	PROTECTION/SAFETY OF CONSIGNMENTS	27
	31.0	HIRING OF SERVICES	27
	32.0	CONSIGNMENT NOTE/LR	27
	33.0	EN ROUTE DOCUMENTS AND EXPENSES	28
	34.0	DELIVERY & ACKNOWLEDGEMENT	28
	35.0	SAFETY OF CONTRACTOR'S WORKMEN	28
	36.0	CONTRACTOR'S OBLIGATION	29
	37.0	LAWS GOVERNING THE CONTRACT	29
	38.0	INSURANCE	29
	39.0	PAYMENT	30
	40.0	TRANSSHIPMENT	32
	41.0	CLUBBING OF MATERIAL	32
	42.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LRs, BILLS	32
	43.0	RISK PURCHASE	32
	44.0	RIGHTS	33
	45.0	ESCORTS FOR CONSIGNMENTS	34
	46.0	PERFORMANCE EVALUATION	34
	47.0	FORCE MAJEURE	35
	48.0	BHEL'S FRAUD PREVENTION POLICY	36
	49.0	BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS	36
	50.0	INTEGRITY PACT	36
	51.0	INDEMNITY	37
	52.0	STATUTORY OBLIGATIONS OF CONTRACTOR	37
	53.0	TERMINATION	37
	54.0	ASSIGNMENT	38
	55.0	ARBITRATION & CONCILIATION	38
	56.0	RESOLUTION OF DISPUTES	39
	57.0	JURISDICTION	40
SPECIAL CONDITIONS OF CONTRACT	1.0	CANCELLATION CHARGES	41
	2.0	DETENTION CHARGES	41
	3.0	STORAGE CHARGES	42
	4.0	GPS SERVICE	42
	5.0	LOADING/UNLOADING CHARGES	42
	6.0	PAYMENT FOR LOADING SUPPORT	43
	7.0	PENALTY	43
	8.0	PENALTY FOR NON-PLACEMENT	43
	9.0	PENALTY FOR LATE DELIVERY	44
	10.0	PENALTY FOR TRANSSHIPMENT	44
	11.0	PENALTY FOR NON-PLACEMENT OF GPS ENALBLED VEHICLE	44
	12.0	PENALTY FOR OVERLOADING	44
	13.0	DAMAGE/LOSS	45
CATEGORY		CATEGORY OF VEHICLES	46-49
PRICE SCHEDULE & EVALUATION		Price Schedule & EVALUATION	50-59
ITB		Instructions to bidders	60-63
Formats		Formats	64-68
Affidavit		Affidavit cum Undertaking	69-70

SIGNATURE & SEAL OF THE BIDDER

PRICE BID FORMAT		Price Bid Formats for all Schedules	71-89
DISTANCES		Distances for Various Project Sites	90-91
SMALLS & PART LOADS		Terms & Conditions of Schedule 1	92-115
SCHEDULE 1		Schedule & Categories of Smalls & Part Loads	116
FORMAT I		Declaration for opening of branch	117
FORMAT II		Tax Invoice Format	118-119

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE-A**Notice Inviting Tender-Summary**

- i. Tender Number: OS/VTC/2025-27/121/76 Dt: 29.11.2025
- ii. Name of the Work: Transportation of Consignments having weight up to 41MT through Mechanical Vehicles and Smalls/Part Loads - All India Transport Contract 2025-27
- iii. Notice Inviting Tender – Summary - Annexure-A
- iv. Scope of work
- v. Estimated Cost of work for 2 Years & EMD to be submitted:

Estimated Transportation Value for 2 Years Period (VTC2025-27)

Sno	SCH	GR	Dist. Slab	Estimated Business for 2 Years(Rs)	No. of Transporters Req d.	Business Distribution for L1 Bidder(%)	Estimated Business for 2 Years(Rs) for L1 Bidder	EMD(Rs) per Line Item	Avg. Turn Over of Last 3 Financial Years	Experience of Work Executed During Last 7 Years		
										One Work = 80% of Estimated Value	Two Works = 50% of Estimated Value	Three Works = 40% of Estimated Value
1	1	NA	NA	10,00,000	2	67%	6,70,000	13,400	2,01,000	5,36,000	3,35,000	2,68,000
2	2A	A	0-500 KM	10,00,000	3	50%	5,00,000	10,000	1,50,000	4,00,000	2,50,000	2,00,000
3	2A	A	501-1200KM	20,00,000	3	50%	10,00,000	20,000	3,00,000	8,00,000	5,00,000	4,00,000
4	2A	A	>1200 KM	30,00,000	3	50%	15,00,000	30,000	4,50,000	12,00,000	7,50,000	6,00,000
5	2A	B	0-500KM	10,00,000	4	40%	4,00,000	8,000	1,20,000	3,20,000	2,00,000	1,60,000
6	2A	B	501-1200KM	40,00,000	4	40%	16,00,000	32,000	4,80,000	12,80,000	8,00,000	6,40,000
7	2A	B	>1200 KM	50,00,000	4	40%	20,00,000	40,000	6,00,000	16,00,000	10,00,000	8,00,000
8	2B	A	0-500KM	10,00,000	3	50%	5,00,000	10,000	1,50,000	4,00,000	2,50,000	2,00,000
9	2B	A	501-1200KM	2,13,90,000	3	50%	1,06,95,000	2,13,900	32,08,500	85,56,000	53,47,500	42,78,000
10	2B	A	>1200 KM	18,30,000	3	50%	9,15,000	18,300	2,74,500	7,32,000	4,57,500	3,66,000
11	2B	B	0-500KM	20,00,000	4	40%	8,00,000	16,000	2,40,000	6,40,000	4,00,000	3,20,000
12	2B	B	501-1200KM	19,25,10,000	4	40%	7,70,04,000	15,40,080	2,31,01,200	6,16,03,200	3,85,02,000	3,08,01,600
13	2B	B	>1200 KM	1,64,70,000	4	40%	65,88,000	1,31,760	19,76,400	52,70,400	32,94,000	26,35,200

SIGNATURE & SEAL OF THE BIDDER

14	3A	A	NA	10,00,000	2	67%	6,70,000	13,400	2,01,000	5,36,000	3,35,000	2,68,000
15	3A	B	NA	20,00,000	3	50%	10,00,000	20,000	3,00,000	8,00,000	5,00,000	4,00,000
16	3B	A	NA	10,00,000	2	67%	6,70,000	13,400	2,01,000	5,36,000	3,35,000	2,68,000
17	3B	B	NA	20,00,000	3	50%	10,00,000	20,000	3,00,000	8,00,000	5,00,000	4,00,000
18	4	A	NA	10,00,000	2	67%	6,70,000	13,400	2,01,000	5,36,000	3,35,000	2,68,000
19	4	B	NA	43,65,000	3	50%	21,82,500	43,650	6,54,750	17,46,000	10,91,250	8,73,000
				26,35,65,000			11,03,64,500	22,07,290	3,31,09,350	8,82,91,600	5,51,82,250	4,41,45,800

➤ If Bidder wishes to quote for few line items

- Applicable EMD shall be sum of EMD values (As shown in the above table) of that particular quoted line items
- Average annual turnover for last three years shall be sum of average turnover (As shown in the above table) of that particular quoted line items
- Experience of Work Executed During Last 7 Years shall meet the Sum of Single work order value (or) Sum of Two Work orders value (or) Sum of three work orders values of that particular quoted line items

➤ If bidder quotes for all line items, applicable EMD shall be Rs. 20,00,000/-

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD. MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration for Micro / Small category along with the offer

- Last date for sale of tender documents: To be downloaded from website
- Last date for receipt of tender:
- Date and place of tender opening: In NIC Portal on
- Contract Period: 2 years
- Pre-Qualifying Requirements
- Terms & Conditions of Contract
- Categories of Vehicles
- Price Schedule & Evaluation
- Instructions to bidders
- Formats:
- Price Bid Formats: Annexure-I
- List of Distances to Various Sites – Annexure-J
- Terms & Conditions of Schedule 1: Smalls & Part Loads
- Categories in Smalls/Part Loads

SIGNATURE & SEAL OF THE BIDDER

Scope of Work:

Transportation of Goods from anywhere to anywhere (BHEL Manufacturing Units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing go-downs/sites etc.) within India by Road through Smalls and Mechanical Vehicles (except coal, sand and cement) of GVW up to 55,000 kgs or Government defined limit, covering following 6 Schedules.

1.0 Schedules:

SI	Schedule	Description
1	Schedule 1 – Smalls & Part Loads	Transportation of consignments having weight up to 3MT from Anywhere to Anywhere in India through Smalls & Part Loads
2	Schedule 2A – Incoming & Anywhere to Anywhere Consignments:	Transportation of consignments having weight up to 41MT from Anywhere to BHEL HPVP Visakhapatnam and from Anywhere to Anywhere in India through Trucks and Trailers except Hilly Region and Sea/Air Ports
3	Schedule 2B – Outgoing Consignments	Transportation of consignments having weight up to 41MT from BHEL HPVP Visakhapatnam to Anywhere in India through Trucks and Trailers except Hilly Region and Sea/Air Ports
4	Schedule 3A – Consignments from Ports	Transportation of consignments having weight up to 41MT from Air/Sea Ports to Anywhere (including BHEL HPVP Visakhapatnam) and from Anywhere (excluding BHEL HPVP Visakhapatnam) to Air/Sea Ports in India through Trucks and Trailers except Hilly Region.
5	Schedule 3B – Outgoing Consignments exclusively to Ports	Transportation of consignments having weight up to 41MT from BHEL HPVP Visakhapatnam to Air/Sea Ports through Trucks and Trailers except Hilly Region.
6	Schedule 4 – Hilly Region Consignments	Transportation of consignments having weight up to 41MT from Hilly Region to Anywhere and Anywhere to Hilly region in India through Trucks and Trailers. Hill Region covers entire North-East, Jammu & Kashmir and parts of Uttarakhand above Rishikesh.

Vehicle Groups:

1) Group A: Trucks:

Transportation of consignments having weight more than 3MT to 23MT through Trucks.

2) Group B: Trailers:

Transportation of consignments having weight more than 3MT to 41MT through Trailers.

SIGNATURE & SEAL OF THE BIDDER

Distance Slabs:

Schedule 2A and 2B are divided into 3 distance slabs.

01. Less than 500KM
02. 501-1200KM and
03. More than 1200KM

2.0 Groups & Categories:

Schedule 1 (Smalls & Part Loads) consists of 3 categories.

Schedule	Categories	Category Name	Length	Width	Height
			Meter	Meter	Meter
Smalls & Part Loads	Category 1	Upto 100Kgs	4.5	1.8	1.8
	Category 2	Upto 1,000Kgs	4.5	1.8	1.8
	Category 3	Upto 3,000Kgs	6.0	1.8	2.0

All other Schedules except Schedule 1 consists of 2 Groups i.e; Group-A & Group-B.

Group-A consists of Category 1, 2 & 3. Group-B consists of Category 4, 5 & 6.

Following are 6 categories & 54 dimension slabs for each Schedule.

Group	Categories	Category Name	Length	Width	Height	Slabs
			Meter	Meter	Meter	
Group-A	Category 1	LCV/HCV	6.5	2.00	2.13	2
	Category 2	Open Truck	8.50	2.43	2.00	2
	Category 3	Truck	7.30	2.20	2.74	2
Group-B	Category 4	High Bed Trailer	12.20	6.00	3.05	16
	Category 5	Semi Low Bed Trailer	10.70	6.00	3.50	8
	Category 6	Low Bed Trailer/ODC Trailer	16.00	6.00	5.50	24
		Total				54

Note: For Schedule1-Smalls & Part Loads, Maximum weight means the total weight of all the consignments loaded in one LR (Loading Receipt).

SIGNATURE & SEAL OF THE BIDDER

PRE-QUALIFICATION REQUIREMENTS

01. Organization/Firm Registration: Business shall be registered in India in line with extant applicable acts.

Sl	Type of Organisation	Documents (Self-Attested)
A	Sole Proprietorship	Trade License
B	Partnership	Partnership Deed
C	Registered Company	Memorandum of Articles

02. Fleet Ownership: For Group-A, The bidder should secure at least 40 points. For Group-B, The bidder should secure at least 50 points. Vehicles should be confirming to the relevant provisions of MV Act. Ownership should be in the name of:

- i) Proprietor wherein the bidder is a Proprietary concern.
- ii) Partner(s) wherein the bidder is a partnership firm.
- iii) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.

Weightage given: HCV-1 Point, Open Truck-1.3 Points, Truck-2.1 Points and Trailer-2.9 Points.

Only for calculation purpose: Any vehicle having loading capacity up to 9 MT will be considered as HCV. Any vehicle having loading capacity from 9.1 MT to 12 MT will be considered as open truck. Any vehicle having loading capacity from 12.1 MT to 19 MT will be considered as Truck. Any vehicle having loading capacity from 19.1 MT to 41 MT will be considered as Trailer. Hence, trucks having net weight capacity more than 19 MT will be considered as Trailer for calculation purpose and 2.9 points will be given for such trucks.

Total Points secured will be calculated by multiplying values of B and C as shown below.

Example 1:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	2	2.6
Truck	19	2.1	5	10.5
Trailer	26	2.9	6	17.4
			TOTAL POINTS	34.5

Dis-Qualified.

Example 2:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	0	0
Truck	19	2.1	5	10.5
Trailer	26	2.9	10	29
			TOTAL POINTS	43.5

Qualified in trucks and disqualified in trailers.

SIGNATURE & SEAL OF THE BIDDER

Example 3:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	0	0
Truck	19	2.1	10	21
Trailer	26	2.9	10	29
			TOTAL POINTS	54

Qualified in trucks and trailers.

Note: Even if the transporter does not own a particular category of vehicle, the transporter will have to supply that category vehicle as & when required at the contract rates. For example: Transporters owning only trailers will be eligible subject to agreeing to supply HCV, Open Trucks and Trucks as and when required at contract rates.

Transporter has to ensure to place the vehicles with valid RC, Insurance and Fitness.

Documents:

- 2.1. Self-Attested list of all vehicles owned as per Format-III with make and year of manufacturing along with Registration Nos. and Chassis Number
- 2.2. Self-attested Photostat copies of R.C. Books

03. IBA Recommendation: All the bidders except start-ups should have an **IBA** recommendation valid on the date of opening of tender and shall ensure that the same is valid throughout the currency of the contract.

Documents: Self-Attested copy of IBA (India Bank's Association) Recommendation letter

04. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN).

Documents: Self-Attested copy of PAN Card.

05. GST: Documents of GST shall be submitted as per below:

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

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

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

SIGNATURE & SEAL OF THE BIDDER

d) Invoices will be processed only upon completion of statutory requirement and further subject to following: (i) Vendor declaring such invoice in Form GST (ii) Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

k) GST is applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

06. Annual Turnover:

All Line items: Bidder should have average annual financial turnover of Rs.3.32 Crores for FY2021-22, FY2022-23, & FY2023-24.

Few Line items: Average annual turnover for last three years shall be sum of average turnover (As shown in the above table at Annexure-A) of that particular quoted line items

Documents:

6.1 Annual reports / Accounts for last three financial years as above duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of final audited Balance Sheet /Profit & Loss account is not available, provisional statements for the same duly certified by Chartered Accountant must be submitted. If the company did not exist in first year, the annual turnover for that year will be taken as zero.

6.2 Submitted IT returns for the last three assessment years (AY2022-23, AY2023-24 & AY2024-25).

07. Experience:

SIGNATURE & SEAL OF THE BIDDER

For Group-A, the bidders should have delivered 10 consignments weighing from 5 MT to 23 MT in last three financial years.

For Group-B, the bidders should have delivered 10 consignments from 23.01 MT to 41 MT in last three financial years.

Date of LR will be considered as date of dispatch which should lie in the last three financial years (01.04.2022 to 31.03.2025).

Note: Experience of Work Executed During Last 7 Years shall meet the Sum of Single work order value (or) Sum of Two Work orders value (or) Sum of three work orders values of that particular quoted line items

Documents:

7.1 Self-Attested list of 10 Consignments transported by the Bidder as per Format-IV.

7.2 If the work has been carried out for any of the BHEL units, the proof as per 7.2.1 & 7.2.2 are not required.

For transportation for other companies, any of the following documents may be submitted as proof of transporting 10 consignments:

7.2.1 Work completion Certificate issued by Customer with self-attested copy of Loading Receipts (LR). Material receipt certification on LR should be visible. LR should be in the name of Bidder.

7.2.2 Work Order copy from the customer with self-attested copy of Loading Receipts (LR). Material receipt certification on LR should be visible. LR should be in the name of the bidder.

Direct e-mail verification from the Customer is required. Bidder should send the contact details of the customer as per Format-IV and e-mail should be institution based e.g. xyz@bhel.in. Personal email-ids viz. Gmail, yahoo should be avoided.

08. Power of Attorney: The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of bidder.

Documents:

A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

09. Branches:

9.1 Branch in Visakhapatnam: The bidder should have a branch in the vicinity of 40 kms radius from BHEL HPVP Visakhapatnam. If the bidder does not have the branch nearby BHEL HPVP Visakhapatnam, the bidder should submit the declaration that "bidder will open the branch within 40 kms of BHEL HPVP Visakhapatnam if the contract is awarded".

9.2 The bidder must have at least one branch each in Mumbai & Chennai for qualification in Schedule 3A & 3B. If the bidder does not have the branch in Mumbai and/or Chennai, the bidder should submit the declaration that "bidder will open the branch in Mumbai and/or Chennai if the contract is awarded".

9.3 For Schedule 1 –Smalls/Part Loads, bidder should have minimum of 50 branches all over India.

Document:

For 9.1 & 9.2 Valid address proof i.e. telephone bill, rent agreement etc.

For 9.3 List of Branches with address may be submitted on the Letter head of the Bidder (Self Attested)

10 Applicant shall ensure furnishing an undertaking in the form of an affidavit (Format-VI) on non-judicial stamp paper valued Rs. 200/- and duly self-attested by the Bidder.

11 MSME Transporters/Vendors may submit latest UDYAM registration certificate

Note:

1. BHEL reserves the right to verify any of the above documents in original.
2. All the bidders who are technically qualified in Group-B will be automatically qualified for Group-A.

SIGNATURE & SEAL OF THE BIDDER

COMMERCIAL TERMS & CONDITIONS OF CONTRACT(CTCC)

1.0	APPLICATION Unless otherwise provided in the Contract Documents, these terms & conditions shall govern the works accompanying technical details, if any and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS The following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.0.1	“BHEL” shall mean Bharat Heavy Electricals Limited, a Company registered under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi
2.0.2	“BHEL HPVP Visakhapatnam” shall mean manufacturing unit of BHEL having its office at Nathayyapalem, Visakhapatnam, AP -530012
2.0.3	“Executive Director/General Manager In-charge” shall mean the officer in administrative charge of BHEL HPVP Visakhapatnam
2.0.4	“General Manager” shall mean the officer in administrative charge of Logistics Department and reporting to Executive Director
2.0.5	“Head of Logistics” shall mean the officer in administrative charge of Logistics Department and reporting to “General Manager”
2.0.6	The “Bidder” shall mean financially sound, experienced and renowned company/logistics service provider/ freight services provider/ Contractor having requisite resources/ inventory, experience and technical labor who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle through road and who have participated in BHEL HPVP Visakhapatnam’s tender. Joint Venture/Consortium or subsidiary shall not be considered.
2.0.7	“Goods” in this contract shall mean plant machinery, equipment or materials to be transported under the Contract Documents except Coal, Sand & cement.
2.0.8	The “Contractor” shall mean the successful Bidder who is awarded the Contract and shall be deemed to include the Contractor’s successors, assigns, heirs, executors, administrators. “Transporter” shall also be considered as “Contractor”.
2.0.9	The “Sub-contractor” shall mean individual or firm to whom any part of the work has been subcontracted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.
2.0.10	“Acceptance of Tender” shall mean communication to the Contractor that his bid/tender is accepted by BHEL.
2.0.11	“Base diesel rate” for PVC means the diesel rate prevailing on the date of technical bid opening.
2.0.12	“Basic Freight” means the charges for transportation of consignments without any additional charges and calculated as Basic Freight = (Rate in Rs. per MT per KM)x(Weight in MT)x (Distance in KM) for all the schedules except Schedule 1 i.e; Smalls and Part Loads.
2.0.13	“Contract” shall mean the Agreement between the Contractor and BHEL for execution of the Work as defined in the Contract Documents.
2.0.14	a. The Contract documents shall comprise of the Contract Agreement, Scope of Work, Special Conditions of the Contract, the General Conditions of the Contract and any other documents that may be mentioned in the Contract Agreement to form part of the Contract Documents. b. This agreement is the outcome of joint efforts of the parties.
2.0.15	“Transportation” shall mean the safe & secure movement of goods from one to another location by sea, air or road.
2.0.16	“Road transportation” shall mean safe & secure movement of goods from one to another location by Road.
2.0.17	“Schedule” shall mean the terms specified for the division of road transportation in India.

SIGNATURE & SEAL OF THE BIDDER

2.0.18	“Category of vehicle” shall mean the terms specified for types of vehicles based on their Gross vehicle weight, loading capacity (weight) and capacity of carrying dimensions of consignments.
2.0.19	Group-A shall mean Group of categories 1, 2 & 3 (Trucks). Group-B shall mean Group of Categories 4, 5 & 6 (Trailers).
2.0.20	“Slab” shall mean the division of rates based on length, or width, or height or distance.
2.0.21	“Fixed Additional Charges,” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work. In this contract, there are no fixed additional charges.
2.0.22	“Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated herein.
2.0.23	“RC” shall mean Registration Certificate of Vehicle issued by authorized official of State Government or Government of India
2.0.24	“National Permit” shall mean National Permit issued by authorized official of State Government or Government of India
2.0.25	“GVW” shall mean maximum Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle as defined in Registration Certificate/National Permit of the vehicle
2.0.26	“Unladen Weight” means weight of the vehicle without any loaded Goods
2.0.27	“NVW or Loading Capacity” means Net Vehicle Weight, which is maximum possible weight of Goods that can be loaded in a vehicle. NVW or Loading Capacity = GVW- Unladen Weight
2.0.28	“HCV” shall mean Vehicle having GVW up to 18500 kgs.
2.0.29	“Open Truck” shall mean Commercial Vehicle having GVW up to 28000 kgs & having open body. JCBs are also considered in this category.
2.0.30	“Truck” means vehicles having GVW 28000 to 35000kgs. Taurus shall also be considered as Trucks.
2.0.31	“High Bed Trailer” means vehicles having GVW 35200kgs,39500kgs, 45500kgs and 55000 kgs with length of 40 feet (12.2 m) & width 2.5/2.6 m
2.0.32	“Semi Low Bed Trailer” means vehicles having GVW 35200kgs,39500kgs, 45500kgs and 55000 kgs with minimum length of 40 feet (12.2 m) and having lower loading span of 32 feet or more.
2.0.33	“Low Bed Trailer” means vehicle having GVW 35200kgs,39500kgs, 45500kgs and 55000 kgs with minimum length of 40 feet (12.20m) and having lower loading span than Semi Low Bed Trailer.
2.0.34	Trailer shall mean the High Bed Trailer, or Semi Low Bed Trailer or Low Bed Trailer.
2.0.35	“Additional Transit Time” shall mean the additional days provided to deliver the material
2.0.36	“Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of such services remains with the contractor.
2.0.37	“Rate Contract/Framework Agreement” shall mean an agreement entered with one or more contractors for procurement of regular work/ services.
2.0.38	“Point-to-Point Contract/Lump sum Contract” shall mean the contract entered with contractor for transportation of one consignment from a specific point to another specific point in this contract.
2.0.39	“Detention” shall mean the stoppage of vehicle at loading, enroute or unloading point.
2.0.40	“Hill Region” shall mean any place in North Eastern Region (NER) or beyond Rishikesh / Haridwar in Uttarakhand or beyond Jammu Union Territory or beyond Sundernagar in Himachal Pradesh.
2.0.41	“Indent” shall mean the e-mail/written communication for placement of vehicles.
2.0.42	“Indenter” shall mean the employee of BHEL who has released the indent.
2.0.43	INTERPRETATION OF THE CONTRACT
2.0.44	a) Subject to the order of precedence as set out in Sub-Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document. b) In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below

SIGNATURE & SEAL OF THE BIDDER

	<p>i) Contract Agreement; ii) Commercial Terms of the Contract; iii) Special Conditions of the Contract; and iv) General Conditions of the Contract.</p> <p>Note: Any annexure to any of the above shall be read along with the covering document.</p> <p>c) In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.</p> <p>d) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.</p> <p>e) All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.</p>
3.0	SCOPE OF CONTRACT
3.1	Transportation of Goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing go-downs / sites etc.) within India by Road by Mechanical Vehicles (except coal, sand and cement) of GVW up to 55,000 kgs as per Govt. gazette dt: 16.07.2018
3.2	Route survey, if required.
3.3	Journey Management.
3.4	Loading, Unloading, Dragging & placement on plinth whenever & wherever required by BHEL
4.0	DETAILS OF SCHEDULES
4.1	Schedule 1 – Smalls & Part Loads
	Transportation of consignments having weight up to 3MT from Anywhere to Anywhere in India through Smalls & Part Loads.
4.2	Schedule 2A–INCOMING & ANYWHERE TO ANYWHERE
	Consignments which are to be dispatched from anywhere in India to BHEL, HPVP Visakhapatnam and Anywhere to Anywhere in India except Ports and Hill Regions.
4.3	Schedule 2B – OUTGOING
	Consignments which are to be dispatched from BHEL, HPVP Visakhapatnam to anywhere in India except Ports and Hill Regions.
4.4	Schedule 3B –OUTGOING - PORTS
	Consignments which are to be dispatched from BHEL, HPVP Visakhapatnam to any Air/Sea ports in India except Hill Region.
4.5	Schedule 3A-INCOMING &ANY WHERE TO ANYWHERE FROM/TO PORTS
	Consignments which are to be dispatched from/to any Air/Sea ports in India from/to anywhere in India except Hill Region.
4.6	Schedule 4 - Consignments which are to be dispatched from anywhere (including BHEL- HPVP Visakhapatnam, Mumbai, Chennai & other Air/Sea ports) to Hill Region and Vice Versa.
5.0	CONTRACT AGREEMENT
5.1	The Terms & Conditions of Contract along with special conditions of contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.
5.2	The Contract Agreement as per the specified format provided by BHEL shall be signed within 30 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in LOI.
6.0	CONTRACT PRICE/FREIGHT CHARGES
6.1	The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents.
6.2	The basic freight Rate i.e; “Rate in Rs. per MT per km” (Rate in Rs. per KG per km for smalls and part loads) in this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified in Clause 6.6.2 to 6.6.12 & PVC as per Clause 7.0.

SIGNATURE & SEAL OF THE BIDDER

	The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.
6.3	TAXES AND DUTIES
	<p>a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading & Unloading charges enroute, and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract and no extra claim will be entertained except GST. However, Additional charges as per Clause 6.5 & 6.6 and Price Variation Clause as per Clause 7.0 will be applicable.</p> <p>b) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.</p> <p>c) 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 any other provisions of this contract.</p>
6.4	BASIC FREIGHT
	<p>Basic Freight will be calculated as per Formula Rate in Rs. per MT per km other than smalls as below: Basic Freight = Rate in Rs. per MT per KM x Equivalent/Payable Weight in MT x Calculated Distance in KM. Rate in Rs. per MT per KM will be as per agreed Price Schedule. Payable Weight calculation will be as per Categories of Vehicles. Distance will be as per Clause 15.</p> <p>Basic Freight will be calculated as per below Formula for Smalls & Part Loads: Basic Freight = (Rate in Rs. per KG per km) x Equivalent Weight (in KG) x Calculated Distance (in Kms) Rate in Rs. per KG per km will be as per agreed Price Schedule. Equivalent Weight calculation will be as per Clause 12. Distance will be as per Clause 15. Minimum basic freight will be Rs. 400/-.</p>
6.5	FIXED ADDITIONAL CHARGES
6.5.1	ROUTE SURVEY CHARGES
	Route survey charges are to be included in the Contract Price. In this contract, the route survey charges are included in basic freight itself.
6.5.2	FEASIBILITY STUDY CHARGES
	Feasibility study Charges are to be included in the contract price. In this contract, the feasibility study charges are included in basic freight itself.
6.6	VARIABLE ADDITIONAL CHARGES
6.6.1	DOOR COLLECTION/DOOR DELIVERY CHARGES
6.6.1.1	Door Collection & Door Delivery charges are applicable for Smalls & Part Loads Schedule 1 .
6.6.1.2	Door Collection & Door Delivery charges will be part of price bid & shall be quoted along with price bid. OPA (Out of Pickup Area) & ODA (Out of Delivery Area) charges will not be paid & same shall be included in Door Collection & Door Delivery Charges. Door Collection charges & Door Delivery Charges will be paid per LR basis. Door Collection charges & Door Delivery Charges will be paid as per the highest category only for multiple pieces in single LR.
	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,

SIGNATURE & SEAL OF THE BIDDER

	BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.
6.6.1.3	For Smalls & Part Loads, additional 10% door collection charges will be paid if door collection is from Hilly Region/Ports (Air or Sea). For Smalls & Part Loads, additional 10% door delivery charges will be paid if door delivery is in Hilly region/Ports (Air or Sea).
6.6.1.4	CLEARANCE/PERMITS CHARGES
	Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MORTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at contractor's cost. Clearance/permit charges will be reimbursed by BHEL in line with Clause 6.6.2 to 6.6.4. Such permissions should be made available to BHEL for scrutiny as and when demanded.
6.6.2	POWER BLOCK / HEIGHT GAUGE CHARGES
6.6.2.1	The power block / height gauge charges at railway crossings shall be paid initially by the contractor. Railway Department permission charges and applicable GST thereon shall be reimbursed along with freight charges on submission of original documentary evidence. The proof submitted shall contain the respective vehicle Number or any other connecting document against which the charges are paid.
	a) The power block / height gauge charges at railway crossings shall be paid initially by the Contractor. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 3500 mm. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of DGM/Logistics on case to case basis.
6.6.3	STATUTORY CHARGES
6.6.3.1	In addition to above, any other Individual Statutory charges levied by Governmental authorities for transportation of consignments through inland road transport route will be reimbursed on production of original receipt which should clearly indicate the reason for charges. The reasons should be attributable to BHEL such as over dimension consignments. The proof submitted shall contain the respective vehicle Number or any reference connected with consignment against which the charges are paid. Indemnity bond has to be submitted by transporter for reimbursement of manual challans.
6.6.3.2	Special Toll charges: Special Toll charges on the equipment shall be reimbursed by BHEL on production of original receipt. Toll Charges for the vehicle shall be borne by the bidders.
6.6.4	STATUTORY PENALTY-LEVIES
6.6.4.1	Statutory penalty-levies will be paid if the same are levied on account of design of the equipment. For example: Over-dimensional consignment RTO penalty-levies by RTO, shall be reimbursed based on following: Projections - length, width, and/or height of equipment, Vehicle Indented & Production of receipt(Signed and stamped in original by concerned authority) for respective vehicle Number for consignment against which the charges are paid indicating the reason for penalty-levies.
6.6.4.2	Maximum amount reimbursed will be limited to STATUTORY PENALTY-LEVIES defined in Government documents.
7.0	PRICE VARIATION CLAUSE (PVC) FOR DIESEL
7.1	The reference diesel rate shall be the base diesel rate i.e. diesel rate prevailing on the date of technical bid opening. The rates of diesel will be calculated on the basis of the rates published in mypetrolprice.com website for Visakhapatnam.

SIGNATURE & SEAL OF THE BIDDER

7.2	The rates will be revised only once in a calendar month. Average diesel rate of previous month will be considered for the revised rate of current month. Example: Rates published from 1 st to 31 st of January will be considered as basis for determining PVC rates of February and so on. https://www.mypetrolprice.com/134/Diesel-price-in-Vizag
7.3	The revised rate of PVC will be applicable based on date of dispatch.
7.4	The basic freight rate i.e. Rate in Rs. per MT per KM agreed between BHEL and the contractor would increase/decrease by Rs. 0.03(3 paisa) per MT per KM for every 100 paisa increase/decrease in the rates of per Litre of diesel prevailing over the base rate. The increase/decrease in basic freight rates will be proportionate when the increase/decrease of per Litre of diesel is less than 100 Paisa per litre.
7.5	Only two decimal places for Rate in Rs. per MT per km will be considered i.e. in the revised rates anything less than 0.005 Rupees per MT per km will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Rupees per MT per km.
8.0	EARNEST MONEY DEPOSIT (EMD)
8.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
8.2	Rates of EMD shall be as per Annexure-A.
8.3	The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening), (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
8.4	➤ If Bidder wishes to quote for few line items, applicable EMD shall be sum of EMD values (As shown in the above table at Annexure-A) of quoted line items ➤ If bidder quotes for all line items, applicable EMD shall be Rs. 20,00,000/-
8.5	EMD by the Tenderer will be forfeited as per NIT conditions, if:
8.5.1	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.
8.5.2	The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
8.6	EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.
9.0	SECURITY DEPOSIT (SD)
9.1	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
9.2	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
9.3	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 cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of 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 favor of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
9.4	The EMD, security deposit or any other payment due to contractor shall not carry any interest.
9.5	At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross

SIGNATURE & SEAL OF THE BIDDER

	<p>amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>	
9.6	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.	
9.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.	
9.8	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.	
9.9	BHEL HPVP Visakhapatnam reserves 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 liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL HPVP Visakhapatnam) or in the event of termination of contract as per terms and conditions of contract. BHEL HPVP Visakhapatnam reserves the right to set off these security deposit, against any claims of any other contract with BHEL HPVP Visakhapatnam.	
9.10	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.	
10.0	OFFER VALIDITY	
10.1	The rates quoted shall be valid for a period of 120 days from the date of Opening of Techno-Commercial Bid.	
10.2	TENURE/TERM OF THE CONTRACT	
	<ol style="list-style-type: none"> 1. The duration of the contract will be 2 years from date of award of contract by BHEL. 2. The rates should be firm for a period of 2 years from the date of award of the contract for execution of work. 3. Volume of business executed may increase/decrease over the awarded value during the contract period. It shall be binding on the respective transporters to work till the contract period is completed irrespective of the original awarded value under same rate, terms and conditions of NIT. If there is any increase in volume of business, revised work order for additional value will be issued with the approval of competent authority. 	
10.3	EXTENSION OF CONTRACT	
	The contract may be extended at the option of BHEL for a period of 3 months on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing. If extension work order (for period or volume of business) is issued, initial/main agreement will be existing as a valid document. Security Deposit to be submitted as per extended Work Order.	
11.0	BUSINESS DISTRIBUTION IN RATE CONTRACT	
11.1	Number of Contractors for every schedule will be as following:	
	Schedule	Number of Contractors
	Schedule 1 – Smalls & Part Loads	2
	Schedule 2A – Group-A	3 for each distance slab
	Schedule 2A – Group-B	4 for each distance slab
	Schedule 2B – Group-A	3 for each distance slab
	Schedule 2B – Group-B	4 for each distance slab
	Schedule 3A – Group-A	2

SIGNATURE & SEAL OF THE BIDDER

	Schedule 3A – Group-B	3			
	Schedule 3B – Group-A	2			
	Schedule 3B – Group-B	3			
	Schedule 4 – Group A	2			
	Schedule 4 – Group B	3			
	To achieve this distribution, counter offer of L1 rate will be made to other qualified bidders in the order of their ranking/tender priority till the required number of transporters accept as per BHEL requirement.				
11.2	In the event of rate contract being finalized with published number of Contractors or less than published number of Contractors, the business volume will be redistributed among the eligible Contractors as per the formula below.				
11.3	Business distribution shall be based on the following formula: Assuming business to be distributed among n parties, Percentage business for $L_x = 100 * (n - x + 1) / \sum i$ (for i= 1 to n) where n = no. of transporters who accepted L1 counter offered price, x=Rank of the Transporter.				
11.4	If no bidder other than L1 bidder accepts the price, then L1 bidder has to accept and execute the full contract if required by BHEL HPVP Visakhapatnam.				
11.5	In case of a tie in the position/ranking, the audited turnover of the last financial year of bidder shall be the basis for deciding the ranking/position. The bidder having the higher turnover shall be positioned/ranked better. Example: If two bidders A & B are tied at the L3 position & B has the higher turnover. Hence, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.				
11.6	SAMPLE CALCULATION				
	Assuming number of parties are 3.				
	Bidder Position/Ranking	% Business			
	1	50.00			
	2	33.00			
	3	17.00			
	Total	100%			
	TRANSPORTATION PLANNING				
12.0	WEIGHT MEASUREMENT				
	The weight shall be taken as per actual weighbridge/Weigh-In-Motion/GMS Weight record of BHEL HPVP Visakhapatnam or Consignor for consignments. Following will be considered for weight measurement: i) Outgoing, Incoming & Direct Dispatches – BHEL HPVP Visakhapatnam GMS weight or Weigh bridge weight whichever is higher will be considered for weight measurement. ii) If weighbridge is not available at source & destination, then, drawing/packing list/Dispatch documents/Indented weight/GMS Weight will be reckoned for weight measurement.				
13.0	VOLUMETRIC CONVERSION FOR BULK/VOLUMNIOUS CONSIGNMENTS				
13.1	Indent for volumetric conversion should be released with specific mention of “Volumetric load”.				
13.2	For bulk & light consignments, conversion factor shall be computed as per following formula: Conversion factor (f) = $\frac{\text{Normal Capacity of the vehicle as per category}}{\text{Volume of the category}}$ Volumetric Conversion factor is only applicable for Category 1, 3, & 4.				
	Category	Nominal Vehicle Capacity	Volume (m³)	Weight (Kg)	Conversion factor (kg/m³)
	Category 1	4.5x1.8x2.0m	16.2	9000	556
	Category 3	6.7x2.0x2.4m	32.16	19000	591
	Category 4	12.2x2.6x2.4m	76.12	26000	342
	For Smalls & Part Loads, Dimensional weight in kg per package = Length x width x Height in cm/5000.				

SIGNATURE & SEAL OF THE BIDDER

	Or 1 cubic meter = 200 kgs	
14.0	ROUTE SURVEY AND FEASIBILITY STUDY	
14.1	It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.	
14.2	If Prior Route Survey, on case to case basis, is conducted by BHEL HPVP Visakhapatnam on its cost by other agencies; the transporter has to necessarily follow the route as prescribed by BHEL BHEL HPVP Visakhapatnam.	
14.3	The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation of the goods.	
14.4	If required by BHEL, HPVP Visakhapatnam, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL, HPVP Visakhapatnam.	
14.5	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 contractor except specially specified in Clause 6. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL, HPVP Visakhapatnam will not be liable for the same.	
15.0	ROUTE & DISTANCE	
15.1	Freight payment will be made as per the distance mentioned in the indent. Regular Projects/Unloading Points distance is notified at Annexure J. For New Projects, the distance will be notified as mentioned below. Distances not covered under the Annexure -J shall be provided by Indenter based on Average Distance from Google Maps at the time of giving indent for placement of vehicles.	
15.2	In case, the notified distance/ route is not feasible and the feasible distance/route is within 10% of notified distance/ route or up to maximum of 100Kms, the contractor should absorb the cost. Above 100Kms, Total Distance will be put up for review of BHEL distance committee upon the submission of proper evidence.	
15.3	MINIMUM PAYABLE DISTANCE	
	If the distance calculated as per Clause 15.1 to 15.2 is less than 300 kms, minimum payable distance will be 300 kms.	
15.4	DISTANCE SLAB RATES FOR SCHEDULE 1,2A & 2B	
	The rates are divided into three slabs based on the distance as following:	
	Sl	Slab
	1	0-500 kms
	2	501-1200 kms
	3	1201 kms & above
15.5	For Schedule 3A & 3B, there will be three slabs based on Ports – i) Mumbai Port (all ports of Mumbai- Mumbai Port Trust & JNPT) , ii) Chennai Port i.e. all ports of Chennai & iii) Other Ports (Ports except Mumbai & Chennai)	
16.0	CLASSIFICATION OF LOADING PLACE	
16.1	Loading places/areas are classified into three areas	
	CLASSIFICATION	Description
	X	50 kms radius of cities Visakhapatnam, Hyderabad, Delhi, Ahmedabad, Bangalore, Greater Mumbai, Pune, Chennai, Kolkata.
	Y	50 kms radius of cities Haridwar, Jagadishpur, Vijayawada, Warangal, Guntur, Nellore, Guwahati, Patna, Chandigarh, Durg, Bhilai, Raipur, Rajkot, Jamnagar, Bhavnagar, Vadodara, Surat, Faridabad, Gurgaon, Shrinagar, Jammu,

SIGNATURE & SEAL OF THE BIDDER

		Jamshedpur, Dhanbad, Ranchi, Bokarao Steel City, Belgaum, Hubli-Dharwad, Mangalore, Mysore, Gulbarga, Kozhikhode, Kochi, Thiruvananthapuram, Thrissur, Mallapuram, Kannur, Kollam, Gwalior, Indore, Bhopal, Jabalpur, Ujjain, Amravati, Nagpur, Aurangabad, Nashik, Bhiwandi, Solapur, Kolhapur, Vasai-Virar City, Malegaon, Nanded-Waghala, Sangli, Cuttak, Bhubaneshwar, Raurkela, Puducherry (Pondicherry), Amritsar, Jalandhar, Ludhiana, Bikaner, Jaipur, Jodhpur, Kota, Ajmer, Salem, Tirupur, Coimbotore, Trichy, Madurai, Erode, Moradabad, Meerut, Ghaziabad, Aligarh, Agra, Bareilly, Lucknow, Kanpur, Allahabad(Prayagraj), Gorakhpur, Varanasi, Saharanpur, Noida, Firozabad, Jhansi, Dehradun, Asansol, Siliguri, Durgapur.		
	Z	Places other than above X & Y		
17.0	INDENT FOR PLACEMENT OF VEHICLES			
17.1	Indent for placement of vehicles will be communicated to contractor through web-based system or e-mail or manual. The Indent will be sent to local branch only and local branch should communicate the Indent to concerned branch with a copy to Indenter.			
17.2	<p>The Indent for placement of vehicles will include the weight and dimensions of the packages to be loaded, address of loading & unloading place, type of vehicle, and contact details of loading, unloading point and distance.</p> <p>Freight Payment Terms are as follows:</p> <ol style="list-style-type: none">1. Though Category mentioned in indent is final, based on actual dimensions/weight of loaded consignments, i.e; if length of the loaded consignment is beyond 12.2m, then Vehicle Category is considered as Category 6 instead of Category 4.2. Slab is based on actual dimensions of the loaded consignment.3. Weight is as per Clause 12.			
17.3	The vehicles should be placed within placement free time as below.			
	Intimated Date of Placement	Type of Vehicle	Classification of Loading Place	Free Time (Working Days) for placement of Vehicles
	Placement date	Category 1- HCV	X	2
		Category 2 –Open Truck		4
		Category 3 Truck		2
		Category 4 Trailer		2
		Category 5 Semi Low Bed Trailer		2
		Category 6 Trailer ODC		3
		Category 1- HCV	Y	3
		Category 2 –Open Truck		5
		Category 3 Truck		3
		Category 4 Trailer		3
		Category 5 & 6 Trailer		4
		Category 1- HCV	Z	4
		Category 2 –Open Truck		5
		Category 3 Truck		4
		Category 4, 5 & 6 Trailer		5
17.4	Free time for placement of all categories of vehicles is only 1 Working Day for Mumbai & Chennai Port. For other Ports, free time will be based on classification as per Clause 17.3.			
17.5	Free time will be calculated by excluding the day of indent. For example, if indent is released on 08.11.2025 and free time is 2 working days, then 10.11.2025 & 11.11.2025 will be considered as free time (09.11.2025 is Sunday, Holidays will not be considered as free time).			
18.0	CANCELLATION OF INDENT FOR PLACEMENT			
	<p>BHEL may cancel the indent without assigning any reasons. The main reasons may be:</p> <ul style="list-style-type: none">• Hold on project			

SIGNATURE & SEAL OF THE BIDDER

	<ul style="list-style-type: none"> • Problems in unloading • En route problems • Distance approval for the feasible route • Other Reasons <p>Manager Logistics may cancel the indent without penalty for reasons attributable to BHEL.</p>
19.0	REJECTION OF INDENT
	The contractor does not have the right to reject the indent. However, contractor may submit request for cancelation of indent for justified reasons, if any, to indenter. DGM/Logistics may cancel the indent without penalty for non-placement if the reasons are acceptable.
20.0	DELAY IN PLACEMENT
	If the vehicle is not placed within stipulated time as per Clause 17.3 and indent is not cancelled by BHEL, HPVP Visakhapatnam, penalty for delay in placement will be applicable. However, vehicle entry date/placed date will be excluded for calculation of penalty for delay in placement.
21.0	NON-PLACEMENT OF VEHICLES WITHIN TIME
	<p>If the vehicle is not placed as per schedule of placement as above, BHEL, HPVP Visakhapatnam reserves the right to short-close the Indent and offer to other contractors of same schedule (authorized contractors who have been awarded the work in same schedule) at the L1 rate.</p> <p>If any of the contractors accepts the Indent at L1 rate, Non-placement Penalty and delay in placement penalty for the time taken to communicate such non-placement will be recovered from defaulting transporter's running bills. From the date of short closure of indent, further delay in placement penalty will not be applicable.</p> <p>If the above method fails, Risk Purchase as per Clause 41.0 will be applied.</p>
	TRANSPORTATION OPERATIONS
22.0	MOBILIZATION
	The transporter may inform the mobilization of vehicles by e-mail or updating the vehicle number & driver number in web-based system of BHEL, HPVP Visakhapatnam.
23.0	ENTRY DOCUMENTATION
23.1	<p>The Driver must have following documents along with him:</p> <ol style="list-style-type: none"> 1. Valid Driving License, 2. RC Copy, 3. Fitness Certificate, 4. Insurance certificate with validity up to expected date of delivery.
23.2	A scan copy of these documents may be uploaded in the BHEL HPVP Visakhapatnam's web-based system or a photocopy of these 4 documents may be submitted to Loading Supervisor/Security.
23.3	<p>It is the responsibility of contractor to obtain the following from Consignor/Loading before leaving the premises of Consignor/Loading area:</p> <ol style="list-style-type: none"> 1. Entry Date certification in LR, 2. Exit Date certification in LR, 3. Weighment Slip or declaration that the "weighing facility is not available" on LR, 4. Invoice & Packing List or Invoice-cum-Packing List, 5. Gate Pass if applicable 6. E-way Bill
23.4	TAX INVOICE
	<p>a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number to be incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.</p> <p>b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.</p> <p>c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Contractor should demand the relevant duty forms as applicable.</p>
24.0	RIGHT OF REJECTION OF VEHICLE
	BHEL, HPVP Visakhapatnam / BHEL, HPVP Visakhapatnam's Vendor/ BHEL, HPVP Visakhapatnam's customer reserves the right to reject the vehicle for loading if in their opinion the vehicle is not safe for loading. No Cancellation charges will be paid for such vehicles.

SIGNATURE & SEAL OF THE BIDDER

24.1	RIGHT OF REJECTION OF CONTRACTOR FOR PACKING
	The contractors have the right to reject the loading if the packaging is not safe for transportation. BHEL, HPVP Visakhapatnam will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor in such cases with the approval of DGM/Logistics.
24.2	RIGHT OF REJECTION OF CONTRACTOR FOR LOADING PATTERN
	The contractors have the right to reject the loading if the loading pattern is not safe for transportation. The transporter should submit the request to reject the loading & BHEL, HPVP Visakhapatnam will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor in such cases with the approval of DGM/Logistics.
25.0	LOADING & UNLOADING
	a) Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Loading & Unloading. b) Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.
25.1	LOADING AT CONSIGNOR'S PREMISES
	Consignor shall be responsible for loading of consignments at its premises. However, if BHEL, HPVP Visakhapatnam requests in writing to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 6.6.10
25.2	UNLOADING AT CONSIGNEE'S PREMISES
	Consignee shall be responsible for unloading of consignments at its premises. However, if BHEL, HPVP Visakhapatnam requests in writing to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 6.6.10
25.3	LOADING/UNLOADING EN ROUTE
	Before loading and unloading at any other places/go-downs due to any reason, contractor has to obtain prior approval of BHEL, HPVP Visakhapatnam. BHEL, HPVP Visakhapatnam will reimburse the loading & unloading charges enroute as per Clause 6.6.10, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor.
26.0	JOURNEY MANAGEMENT
26.1	The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL, HPVP Visakhapatnam on a routine basis. Contractor shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.
26.2	In some urgent consignments, BHEL, HPVP Visakhapatnam may insist for GPS enabled vehicles with access to GPS data. The contractor shall place GPS enabled vehicle by sharing user id & password to BHEL, HPVP Visakhapatnam to track the consignments. Incentive shall be applicable as per Clause 6.6.9. If the contractor fails to provide the GPS enabled vehicle despite the indent, penalty will be applicable as per Clause 30.5.
26.3	In case BHEL, HPVP Visakhapatnam provides tracking device, then the Contractor will be responsible for safe custody and return of device to BHEL, HPVP Visakhapatnam in good working condition, as it was issued to him. Non-return of device will entail a penalty of Rs. 5,000/-.
26.4	Contractors should confirm their acceptance to interact with BHEL, HPVP Visakhapatnam through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL, HPVP Visakhapatnam during the contract period.
26.5	The Contractors shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode if desired by BHEL.
27.0	DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS
27.1	Timely delivery of goods is the essence of the contract. Date of Entry at Consignee Works shall be reckoned as Date of delivery.
27.2	The Delivery time shall be considered from date of dispatch to the stipulated date of delivery therefrom, as per clause 27.4 after allowing the due transit time, excluding date of dispatch and date of delivery.

SIGNATURE & SEAL OF THE BIDDER

27.3	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.		
27.4	Transit time in Days = Distance/ Basic Average Running per day. Basic Average Running per day will be as per following table:		
	Sl	Vehicle Type	Plain Region (km)
	1	Category 1	300
	2	Category 2	175
	3	Category 3	275
	4	Category 4	100
	5	Category 5	75
	6	Category 6	60
27.5	For Smalls & Part Loads, Delivery time = Transit time + 2 Days (1 day for pickup & 1 day for delivery). Transit time for smalls will be as following:		
	Sl	Slab	Transit Time
	1	For Distance upto 500 KMs	7 Days
	2	For Distance from 501 to 1000 KMs	10 Days
	3	For Distance from 1001 to 1500 KMs	15 Days
	4	For Distance from 1501 to 2500 KMs	20 Days
	5	For Distance beyond 2501 KMs	25 Days
28.0	ADDITIONAL TRANSIT TIME		
	Additional transit time of 5 days shall be allowed over delivery time only for hilly region for Smalls & Part Loads.		
28.1	Additional transit time shall be allowed over delivery time in the following cases:		
28.1.1	Category 1, 2 & 3 for Hill Region	3 days	
	Category 4, 5 & 6 for Hill Region	5 days	
28.1.2	At each Railway Crossing	Documentary proof of application & receipt of permission	
28.1.3	Statutory taxes Clearance	3 Days	
28.1.4	Export consignment to Mumbai/Chennai/Other Ports or Go-downs	5 Days	
28.2	For typical designs requiring slow movement in the interest of safety of the consignment, Logistics shall decide additional transit time in consultation with the concerned departments of BHEL, HPVP Visakhapatnam. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.		
28.3	TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS		
	a) The Contractors will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises. b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises. c) The Contractors 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 Contractor's obligations under this contract. d) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles. e) The Contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.		

SIGNATURE & SEAL OF THE BIDDER

	<p>f) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.</p> <p>g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.</p> <p>h) Contractors shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.</p> <p>i) All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles. Contractors 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.</p>
29.0	LASHING OF THE CONSIGNMENTS
29.1	Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
29.2	The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
29.3	All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
29.4	Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. There should be adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.
29.5	Every component loaded in the trailer / truck shall be tied to the truck base firmly.
29.6	The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
29.7	Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
29.8	When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
29.9	When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
29.10	The loading of multiple components one over the other shall not be done.
29.11	Soft rubber pads shall be used to lash on the product metal surface.
29.12	In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
29.13	In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
29.14	In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
29.15	Overhanging of components should be avoided.
29.16	Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
29.17	Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.

SIGNATURE & SEAL OF THE BIDDER

29.18	The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
29.19	The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.
30.00	PROTECTION / SAFETY OF CONSIGNMENT
	<p>The Contractor shall ensure: -</p> <p>a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.</p> <p>b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition.</p> <p>c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments.</p> <p>d) 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 Contractor.</p> <p>e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.</p> <p>f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.</p> <p>g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.</p> <p>h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points.</p> <p>i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor 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.</p> <p>j) Where all measures have exhausted and still the consignment is held by the Contractor for a period of 3 months or more, material shall be reshipped to the Consignor, without waiting for instructions on freight "To Pay" basis. No demurrage shall be payable. In such cases, liability for to & fro freight will rest with BHEL.</p>
31.0	HIRING OF SERVICES
31.1	It is preferred that contractor places his own vehicles for transportation.
31.2	Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted.
31.3	In case of hiring of vehicle, Contractor will be responsible for all contractual & legal responsibilities. Contractor shall indemnify BHEL for all the damages and loss caused to BHEL. Contractor shall pay for all the damages and loss caused to BHEL.
31.4	Hiring of other peripheral services as GPS tracking /civil work/loading /unloading is permitted.
32.0	CONSIGNMENT NOTE/LR
32.1	Consignment Note/Loading Receipt Format
	The LR should be prepared with all the details provided by BHEL.
32.2	CONSIGNMENT NOTE/LR CERTIFICATION

SIGNATURE & SEAL OF THE BIDDER

	<p>The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the Contractor at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer</p> <ol style="list-style-type: none"> 1. Registration No. of the vehicle, 2. No. of the packing cases 3. Name & address of the consignor and consignee with specific destination, 4. Description of the consignments with BHEL HYDERABAD Purchase Order (PO) reference as applicable, 5. Invoice Number or the exemption certificate reference, 6. Reference to all other relevant information of Dispatch Advice Note, and E Way Bill etc as applicable from time to time
33.0	EN ROUTE DOCUMENTS AND EXPENSES
33.1	<p>While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained enroute for want of these documents. The</p> <ol style="list-style-type: none"> i. Original for Buyer Invoice indicating PO reference/Not For Sale Certificate, ii. E Waybill iii. Consignee Copy of LR for door delivery <p>The Contractor shall be responsible for delivering the above documents to the consignee.</p>
33.2	Any expenses incurred and detention on this account will be at the risk and cost of the Contractors except charges mentioned in Clause 6.
33.3	<p>The contractor shall be responsible for collecting all the documents in line with prevailing regulatory requirement of the government agencies. BHEL shall be responsible for the facts & figures stated in the documents handed over to contractor.</p> <p>If a consignment is detained enroute by the authorities due to non-carrying of documents and penalty/delay, if any, are imposed; such payment will have to be borne by the Contractor and consignment got released and delivered in time. However, if the consignments is detained enroute owing to facts/figures stated in the provided documents; BHEL shall be responsible for such delay/penalty.</p> <p>For example: For the movement of goods from consignor works, it is regulatory requirement to carry the invoice/Not for Sale letter along with goods. It will be the responsibility of contractor to collect the invoice. Any penalty/detention of vehicle on account of non-collection of invoice will be in scope of contractor. However, owing to facts/figures stated in invoice; the responsibility of penalty/delay will be of BHEL.</p>
33.4	<p>The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, E Way bill, Original for buyer Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor.</p> <p>In case of doubt as to the freight charges to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.</p>
34.0	DELIVERY & ACKNOWLEDGEMENT
	The Contractor shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle.
35.0	SAFETY OF CONTRACTOR'S WORKMEN
	<p>The Contractor shall have to indemnify BHEL, HPVP Visakhapatnam against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL, HPVP Visakhapatnam premises or anywhere enroute.</p> <p>All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936,</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.</p> <p>The Contractor shall be bound to indemnify BHEL, HPVP Visakhapatnam against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.</p>
36.0	CONTRACTOR'S OBLIGATIONS
	<p>a. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.</p> <p>b. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.</p> <p>c. The Contractor 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.</p> <p>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.</p>
37.0	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.
38.0	INSURANCE
38.1	<p>The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL, HPVP Visakhapatnam/CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL, HPVP Visakhapatnam in case of damage/loss and also the contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.</p> <p>For ODC Consignments, Transporter has to provide lashings and radium stickers/indicators for insurance clearance. Welding of the consignment to the trailer is in BHEL Scope.</p>
38.2	The Contract as entered into between BHEL, HPVP Visakhapatnam and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable acts.
38.3	All accidents at any point shall be reported immediately to BHEL, HPVP Visakhapatnam in writing through e-mail with photographs.
38.4	<p>In case of accident the Contractor is bound by this contract to submit the following documents within time specified in each case by BHEL:</p> <p>1.RC copy,</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy, 6. Maintenance certificate for puller (Case specific), 7. Damage/Open delivery Certificate (Original), 8. LR copy (including remarks, if any), 9. Driver's statement Original as per BHEL Format, 10. FIR Copy, 11. Any other documents if required by Insurance Agency</p> <p>Transshipment in such case shall be allowed without penalty after completing all necessary formalities by concerned BHEL, HPVP Visakhapatnam officials.</p>
38.5	<p>Based on Insurance Surveyor Report, the Insurance cases will be divided into two categories:</p> <ol style="list-style-type: none"> 1. Fault of transporter/contractor mentioned in Insurance Surveyor report. 2. No fault of transporter/contractor mentioned in Insurance Surveyor report. <p>Case 1: Fault of transporter mentioned in the Insurance Surveyor Report: The process will be as below:</p> <ol style="list-style-type: none"> A. No admission of Claim: If the insurance agency does not admit the claim owing to fault of transporter, the claim will be lodged on transporter and the amount will be recovered from transporter. No freight payment up to accident place will be made. B. Under settlement of claim: If the claim is under settled due to non-submission of documents by the transporter, under settled amount by insurance company will be recovered from transporter. No freight payment up to accident place will be made. <p>Case 2: No Fault of transporter mentioned in the Insurance Surveyor Report: No Recovery from transporter provided there is no fault of transporter.</p> <p>Note: In other damage cases, no recovery will be made. No freight payment up to accident place will be made. In case of shortage, freight payment will be made by deducting amount pertaining to shortages.</p>
38.6	No payment for transportation from consignor place to place of accident will be made. Payment for transportation from accident place to place of unloading (whether back to consignor or consignee) will be made.
38.7	INSURANCE COVERAGE AND CLAIM
	<ol style="list-style-type: none"> a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third party damages as per the Motor Vehicles Act, 1988. b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments. c) Transit Insurance Responsibility as mentioned in 38.7 a) above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage /loss in respect of the consignments transported by him.
39.0	PAYMENT
39.1	Mode of Payment
	To Pay Basis: To be paid by BHEL, HPVP Visakhapatnam's Customer/Vendor
	To be billed: To be paid by BHEL, HPVP Visakhapatnam
39.2	Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 45 days (for MSE), 60 days (for Medium Enterprises) and 90 days (for Large Enterprises) from the date of submission of the bill in triplicate along with necessary documentation as below. In case, all the documents are not submitted along with the bill, the payment may be delayed.
39.3	For the consignments booked on "To Pay" basis, where the Contractor has to realize payment from BHEL, HPVP Visakhapatnam's Customer/Vendor and BHEL, HPVP Visakhapatnam's

SIGNATURE & SEAL OF THE BIDDER

	Customer/Vendor does not make the payment, then, BHEL, HPVP Visakhapatnam will accept the freight bills subject to either one of the following: <ul style="list-style-type: none"> i. Submission of Non-Payment Certificate issued by BHEL, HPVP Visakhapatnam's Customer/Vendor to the Contractor. ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product, commercial/purchase department. 	
39.4	A registered person supplying taxable services shall before or after completion of service but within a prescribed period, issue an invoice showing description, value etc., as prescribed. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, any interest or penalty on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, GST input credit is denied/reversed on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills along with interest/penalty levied.	
39.5	EMD, Security Deposit or any other payment due to the contractor shall not carry any interest.	
39.6	FORMAT OF FREIGHT BILL	
	The freight bills should be submitted as per the format specified by BHEL.	
39.7	DOCUMENTATION FOR FREIGHT BILLS	
	The freight bills should be submitted with following supporting documents:	
	1. Valid RC copy of loading vehicle	2. Valid RC copy of unloading vehicle
	3. Indent/ Placement e-mail/ manual	4. Gate Pass/Other document issued by consignor mentioning vehicle number, no. of items loaded.
	5. Weighment Slip or "Weighment Not Available" certification at loading point or Weight as per Delivery Challan/Invoice. If transporter misplaces the weighment slip, duplicate can be issued by the weigh bridge dept. on the recommendation of Logistics indenting department.	
	6. LR with delivery acknowledgement.	7. Weighment Slip of unloading point if available.
	8. E Way bill (Final) to be enclosed with freight bill.	
	9. 3 copies of invoice(Format enclosed)	10. 2 Copies of RTGS Forms.
	However, only Document 1, 2, 3, 6, 9 & 10 are must for submission along with bills. All the other documents are optional for submission.	
39.8	All the above documents shall be submitted within 30 days from completion of work. However, only Document 1, 2, 3, 6, 9 & 10 are must for submission along with bills. All the other documents are optional for submission.	
39.9	If document 1 & 2 are not submitted along with bills, bills will be processed for one category lower than actual category with approval of DGM/Logistics. If Document 6 i.e. Original LR is kept by the site & delivery acknowledgement is provided on the photocopy of the LR, it will be considered as valid document. In case, the Original LR with delivery acknowledgement is lost by the transporter, contractor has to submit the indemnity bond as per the format of BHEL. For Submitting Indemnity Bond, non-judicial stamp paper shall be Rs. 100/- if invoice value is less than 2.0 Lakhs and Rs. 200/- if invoice value is more than 2.0Lakhs.	

SIGNATURE & SEAL OF THE BIDDER

	<p>If Document 3 i.e. Indent copy is not available with transporter/Logistics-Shipping, the same may be certified by Logistics Executive with confirmation of delay in placement in e-mail/back of LR. It will be considered as valid document.</p> <p>If transporter does not submit Document 4 & 5, Logistics Shipping/Purchase/Concerned executive on request of Freight billing shall arrange the same.</p> <p>Document 7, 8 are optional and only for record purpose and the bills can be processed without document 7, 8.</p>
39.10	All additional charges like detention, ODC & Challans, railway gate charges and any other charges will be paid along with freight bill only.
39.11	COMPANY REPRESENTATIVE
	BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.
40.0	TRANSSHIPMENT
40.1	Transshipment is strictly not allowed for all schedules except Smalls & Part Loads schedule. However In case any transshipment becomes inevitable due to vehicle break down etc., enroute, the same may be done on exceptional basis with prior approval from Manager/logistics before transshipment.
40.2	<p>Penalty will be imposed for transshipment as given below</p> <p>I) 5% of the basic freight if the prior approval has been taken.</p> <p>II) 20% of the basic freight if prior approval has not been taken.</p>
40.3	The entire responsibility for safety of goods shall be at the risk and cost of the transporter during transshipment. Any transshipment anywhere shall be done under strict supervision of the Contractor/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
40.4	For processing of freight bill of transshipped vehicle, RC copy of both loading & unloading vehicles is must for processing of bill. The category of the lower capacity vehicle will be considered for payment.
41.0	CLUBBING OF MATERIAL
41.1	Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for all such vehicles.
41.2	If more than three such instances are found, the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL, HPVP Visakhapatnam guidelines.
42.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LRs, BILLS
42.1	During the processing of the bills or at any time, if BHEL, HPVP Visakhapatnam finds that Contractor has breached the terms and conditions of the contract, tampered the LRs, Bills, permission letters, indulged in any malpractices & irregularities etc., then BHEL, HPVP Visakhapatnam will forfeit all such bills claimed by the Contractor to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.
42.2	Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL, HPVP Visakhapatnam will recover the penalty amount as per Clause 9 of SCC for delay in delivery of the consignments from other pending bills/security deposits of the Contractor available with BHEL, HPVP Visakhapatnam or through appropriate legal recourse.
43.0	RISK PURCHASE
43.1	BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, along with 5% incidental charges on new freight charges, extra cost incurred over and above existing freight charges and RTA Challans will be recovered from the defaulting contractor from contractor's running bills/SD or from bills available in any other units of BHEL.

SIGNATURE & SEAL OF THE BIDDER

43.2	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, along with 5% incidental charges on new freight charges, extra cost incurred over and above existing freight charges and RTA Challans will be recovered from the defaulting contractor from contractor's running bills/SD or from bills available in any other units of BHEL.
44.0	RIGHTS
44.1	BHEL reserves the right to 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.
44.2	BHEL reserves the right to reject conditional tenders, tenders that are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
44.3	BHEL reserves the right to evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
44.4	BHEL reserves the right to cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
44.5	BHEL reserves the right to short close tender, or any part of the tender, without assigning any reasons thereof.
44.6	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
44.7	In the event of any successful Tenderer's failure to fulfill any of the tender/ Contractual obligations including non-lifting of consignment(s) as per Contract /Agreement, BHEL reserves the right to entrust the job to alternate Transport Carrier and additional expenditure if any including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer. The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.
44.8	All amounts including the losses / damages / penalties / compensation and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India.
44.9	It may be noted that as despatches have to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicles are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicle placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
44.10	It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific Loading capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
44.11	The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes

SIGNATURE & SEAL OF THE BIDDER

	payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.
44.12	BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedy to proceed against the Contractor.
45.0	ESCORT FOR CONSIGNMENTS
	Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
46.0	PERFORMANCE EVALUATION
46.1	Performance of the transporters will be evaluated on monthly basis based on placement of vehicles in time.
46.2	Business volume will be calculated based on basic freight only.
46.3	If any contractor/transporter does not place vehicle against an indent, the penalty will be as per Clause 30.2. Also, the business volume of that vehicle will be calculated as the business volume provided to contractor.
46.4	The indent against which the contractor did not place the vehicle will become open indent. Open indent will be offered to all the remaining contractors at the same rate. Remaining contractors will be given time of 1 day to confirm the expected date of placement and indent will be released to contractor with minimum time for placement and ranking. However, the business volume will not be added to allotted business volume of contractor who executes such open indent.
46.5	<p>Example: Indent No. 20250512 Released on: 08.11.2025 Category of vehicle: 4 – High Bed Trailer, Schedule: 2B Group: B Distance Slab: 501-1200KM Free Time: 2 Days – 10.11.2025 & 11.11.2025 (09.11.2025-Sunday being Holiday) Vehicle not placed up to: 29.11.2025 (8 Days excluding 08.11.2025 & 09.11.2025) Contractor Name: B (Rank 2 out of 3) Date of cancellation of Indent (Short closure): 18.11.2025 No. of days delayed: 18.11.2025 - 08.11.2025 - 2days free time – 3 (excluding date of indent, date of cancellation & holiday) = 6 Days Penalty for delay in placement: Rs. 1500 X 6 days = Rs. 9000/- Penalty for non-placement: 2500 Total Penalty on A = 9000 + 2500 = Rs. 11,500/-</p> <p>Assuming Basic Freight for above Indent = 70,000/- Business Non-Executed for Contractor B = 70,000/-</p> <p>Open Indent is released to two remaining contractors i.e. A (Rank 1) and C (Rank 3) Offered placement time by contractors: A – 3 Days, C – 2 Days</p> <p>In view of the above, business distribution as per Clause 11.0 (assuming 1 Crore business in one month): Business Volume = Executed Business + Non-Executed Business Open Indent business will be added to the contractor who has not placed the vehicle and business volume of contractor who place such vehicle will remain unchanged. Business Volume of Contractor A – 50% = 50 Lakh Business Volume of Contractor B – 33% = 32.3 Lakh+ Non Executed Business of Rs. 70,000</p>

SIGNATURE & SEAL OF THE BIDDER

	Business Volume of Contractor C – 17% = 17 Lakh (Executed business of open Indent of Rs. 70,000/- will not be added)
46.6	<p>Procedure for calculation of performance will be as below:</p> <ol style="list-style-type: none"> 1. Each vehicle placement will carry one point. 2. For each successful placement of vehicle within time, 1 point will be given to transporter. 3. For each delayed placement, 0.5 points will be given to transporter. 4. For each non-placement, 0.3 points will be given to transporter. 5. For each Open Indent placement, 1.5 points will be given. <p>At the end of each month, the transporter will be provided the score of points scored against total points and will be graded into following three categories:</p> <ol style="list-style-type: none"> 1. Good: Points scored/Total Points - 0.80 to 1.0 2. Satisfactory: Points Scored/Total Points - 0.60 to 0.79 3. Poor: Points Scored/Total Points - 0 to 0.59.
46.7	If a contractor is in Poor Grade for two consecutive months, BHEL reserves the right to review and put the poor graded contractor on hold for the next 6 months and offer the L1 rates and enter into contract with other technically qualified bidders of VTC 2025-27. In such case, the rank of higher ranked contractors will automatically get reduced and business distribution will be changed accordingly as per Clause 11. However, if no bidder accepts the L1 rate, the contractor has to continue the allotted work.
46.8	<p>Example:</p> <p>Group A of Schedule 2B Distance Slab 501-1200KM.</p> <p>Total contractors required - 3.</p> <p>Contractors who have accepted L1 rates - 3.</p> <p>Other technically qualified bidders who did not accept the L1 rates - 12.</p> <p>Rank 1 - Transporter A - Business 50%</p> <p>Rank 2 - Transporter B - Business 33%</p> <p>Rank 3 - Transporter C - Business 17%</p> <p>In case, the transporter B is in Poor Grade for two consecutive months, then, L1 rates will be offered to other technically qualified bidders according to their rank/position in tender priority. If transporter G accepted the L1 rates, BHEL will put transporter B on hold for 6 months and enter into contract with Transporter G for 6 months only. Further ranking will be as below:</p> <p>Rank 1 - Transporter A - Business 50%</p> <p>Rank 2 - Transporter C - Business 33%</p> <p>Rank 3 - Transporter G - Business 17%.</p> <p>After 6 months, the business will be resumed with transporter B only after his confirmation that he will place the vehicles within time. The new business distribution for Transporter B will be equal to business distribution of Transporter G (i.e; 17%).</p> <p>Rank 1 - Transporter A - Business 50%</p> <p>Rank 2 - Transporter C - Business 33%</p> <p>Rank 3 - Transporter B - Business 17%.</p>
47.0	FORCE MAJEURE
	<p>a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ol style="list-style-type: none"> i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; iii. epidemics, quarantine, and plague; iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.

SIGNATURE & SEAL OF THE BIDDER

	<p>b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <p>i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.</p> <p>ii. 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 fulfil its or their obligations under the Contract.</p> <p>iii. No delay or non-performance by either party hereto caused by the force majeure shall (a) constitute a default or breach of the Contract; or (b) give rise to any claim for damages or additional cost or expenses occasioned thereby.</p> <p>iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.</p>												
48.0	BHEL’s FRAUD PREVENTION POLICY												
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.												
49.0	BHEL’S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS												
	Carriers may please note that "abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has now been uploaded on www.bhel.com on “supplier registration page”.												
50.0	INTEGRITY PACT												
	<p>a) INTEGRITY PACT (IP) is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.</p> <p>A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered to such an IP with BHEL would be competent to participate in the bidding. In other words, entering to this Pact would be a preliminary qualification.</p> <p>E-MAIL Details of IEM for this tender is furnished below:</p> <table><tr><td>Sl.</td><td>IEM</td><td>E-MAIL</td></tr><tr><td>1</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in,</td></tr><tr><td>2</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr></table> <p>b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs.</p>	Sl.	IEM	E-MAIL	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
Sl.	IEM	E-MAIL											
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											

SIGNATURE & SEAL OF THE BIDDER

51.0	INDEMNITY
	<p>a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.</p> <p>b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents.</p> <p>c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.</p> <p>d) The Contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes.</p> <p>e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance related to freight billing.</p>
52.0	STATUTORY OBLIGATIONS OF CONTRACTOR
	<p>a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account.</p> <p>b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.</p>
53.0	TERMINATION
	<p>a) <u>Termination for BHEL's Convenience:</u></p> <p>01. BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.</p> <p>02. 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.</p> <p>03. In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination;</p> <p>b)</p> <p>c) <u>Termination for Contractor's Default:</u></p> <p>01. BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor:</p> <p>(i) 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</p> <p>(ii) If the Contractor has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed; and</p> <p>(iii) If the Contractor has persistently failed to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</p> <p>then, BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>02. Upon receipt of the notice of termination under this sub-clause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>03. In the event of termination of the Contract under this clause, the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>c) Termination by Contractor:</p> <p>01. If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled to terminate the Contract.</p> <p>02. In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination.</p>
54.0	ASSIGNMENT
	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
55.0	ARBITRATION & CONCILIATION
	<p>In case the parties are unable to reach to any amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise), then, either party may, commence arbitration in accordance with the arbitration rules of the arbitral institution for adjudication by Sole Arbitrator to be appointed by International Arbitration and Mediation Centre (IAMC) Hyderabad.</p> <p>a) 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 IAMC.</p> <p>b) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the IAMC and it shall be adjudicated in accordance with the IAMC Rules of Arbitration. 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. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>c) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution, IAMC.</p> <p>d) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL. The cost and expenses pertaining to the Arbitration shall be governed by the IAMC Rules.</p> <p>e) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>f) Notwithstanding the existence of 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.</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>g) 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.</p> <p>h) In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party.</p> <p>Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clauses (g) & (h) above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
56.0	RESOLUTION OF DISPUTES
	<p>a) 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.</p> <p>b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>c) In case the parties are unable to reach to any amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>d) 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 arbitral institution.</p> <p>e) 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 said arbitral institution. 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.</p> <p>f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>h) 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.</p> <p>i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>j) Notwithstanding the existence of 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.</p> <p>k) 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.</p>
57.0	JURISDICTION
	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p>

SIGNATURE & SEAL OF THE BIDDER

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0	CANCELLATION CHARGES	
1.1	BHEL reserves the right to reject the mechanical vehicle, the driver and crew of the vehicle, if not found fit to BHEL's satisfaction. However, it does not absolve the duty of contractor to place suitable vehicle. In this case, no CANCELLATION charges will be paid.	
1.2	In case the vehicle has to be withdrawn i.e. without load after reporting of the vehicle, due to reasons attributing to the BHEL/BHEL's Vendor/BHEL's Customer, CANCELLATION charges in addition to applicable detention charges will be paid as following.	
	Category	CANCELLATION Charges
	Smalls/Part Load	500
	Category 1 & 2	1500
	Category 3	2400
	Category 4, 5 & 6	3600
1.3	If Vehicle is cancelled without loading, Detention Charges are also applicable from vehicle placement date in addition to Cancellation Charges.	
2.0	DETENTION CHARGES	
	<p>a) Detention charges shall be paid extra for the period beyond free period as determined by the SCC. Detention charges shall be payable as provided in the SCC if the vehicles are not loaded / unloaded / released within the stipulated time.</p> <p>b) For dispatches from BHEL or from any other area, IN and EXIT dates will be taken for calculation of detention. Both IN and EXIT dates will not be counted for calculation of detention. Detention Charges are calculated by excluding free time, entry date & exit date of vehicle at Source & Destination.</p> <p>c) Loading & Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.</p> <p>d) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.</p> <p>e) Detention charges at BHEL premises shall be payable upon certification of an Executive not below the rank of Manager of the user agencies (Logistics / MM etc.). Detention charges at unloading points i.e; at Sites shall be paid based on the Gate Entry at Site /Any site personnel – with signature & official seal. In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site. In such case, the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of Manager of commercial/Logistics. Wherever GPS is not mandatory, then the date of reporting at Site will be based on certification by Manager of Commercial/Logistics.</p>	
2.1	Free time at loading point, unloading point and Detention charges will be as below.	
	Category	Free Time (In Days) for Loading/Unloading
		Loading Point Unloading Point
	Smalls & Part Loads	1 1
	Category 1 & 2	2 2
	Category 3	2 2
	Category 4, 5 & 6	2 3
2.2	Detention Charges after free period will be paid as below: (Total Free period shall be mutually exclusive)	
	Category	Detention Charges (Rs.) per day after free time
	Smalls & Part Loads	600
	Category 1 & 2	1200

SIGNATURE & SEAL OF THE BIDDER

	Category 3	1500
	Category 4, 5 & 6	2000
2.3	<p>BHEL or any other Area as loading/unloading Point: Both IN and EXIT dates will not be counted for calculation of detention.</p> <p>For example: Date of entry or reporting of Category 4 Vehicle: 03.11.2025 Date of exit: 08.11.2025 Free Time to load: 2 Days i.e. 04.11.2025 & 05.11.2025 Detention applicable: 06.11.2025 & 07.11.2025 i.e. 2 Days Detention Charges: 2 days x Rs.2,000 per day = Rs.4,000/-</p>	
2.4	<p>Transporter should obtain the reporting/entry date and exit dates signed & stamped by the BHEL/ BHEL's Vendor/ BHEL's Customer on LR.</p> <p>If transporter fails to obtain these dates - for BHEL as loading/unloading points, Logistics Shipping/MM will communicate such dates to Freight billing on request or the same can be obtained from SAP. If transporter fails to obtain these dates from BHEL's vendor/customer at loading/unloading points, Concerned Purchase/Contract Engineer's or Officer's certification of dates on LR or by e-mail will suffice.</p> <p>Certification of concerned commercial/purchase engineer shall be considered as final regarding incomplete delivery or damage of material.</p>	
2.5	<p>In case responsibility of unloading lies with the transporter, Detention charges will be payable if site is not ready to receive goods and transporter is ready to unload. No detention charges at unloading point, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.</p>	
2.6	<p>Regarding detentions owing to statutory authorities (where BHEL/BHEL's Vendor/BHEL's customer is not the reason for detention) will be dealt as FORCE MAJEURE conditions and delivery time will be extended on case to case basis.</p>	
2.7	<p>Detention charges will be paid without any approval up to 50% of basic freight charges or 7 days detention charges (excluding free time, entry & exit dates) whichever is less. Above this limit, BHEL will decide detention charges with the approval of competent authority (DGM/Logistics) on case-to-case basis.</p>	
3.0	STORAGE CHARGES	
3.1	Under any circumstances, the Contractor shall not auction any consignments belonging to BHEL.	
3.2	The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired go-down in the following cases. Contractor shall be responsible for safe condition of consignments.	
3.2.1	Refusal by Consignee to accept the goods.	
3.2.2	Labour Strike at Consignee's workplace.	
3.2.3	Request from BHEL for storage of the goods.	
3.3	Storage Charges will be as per the following table:	
	Sl	Demurrage/Storage/Go-down Charges
	1	2 Paisa per KG per Day after free period
		Free period
		60 days
4.0	GPS SERVICE	
	GPS enabled vehicles have to be placed for all indents.	
5.0	LOADING/UNLOADING CHARGES	
	Loading/Unloading charges will be payable wherever loading/unloading is done by the contractor with due approval of BHEL in line with Clause 25. The contractor shall get consignor/ consignee's Endorsement for the loading/unloading activities. Loading/unloading charges will be as below	
	Sl	Category
	1	Smalls & Part Loads
	2	Category 1, 2 & 3
		Charges (In Rupees)
		1,000 per loading/unloading per LR
		3,200 per loading/unloading per vehicle

SIGNATURE & SEAL OF THE BIDDER

	3	Category 4, 5 & 6	12,000 per loading/unloading per vehicle
6.0	PAYMENT FOR LOADING SUPPORT		
	Loading support is to be provided by consignor. If BHEL requests in writing for the loading support in the form of wood, Rs. 3,000/- will be paid to contractor. The contractor will have the ownership of wood after the unloading of the equipment.		
7.0	PENALTY		
7.1	PENALTY FOR DELAY IN PLACEMENT OF VEHICLES		
7.2	For delay in placement of vehicles after free time, the penalty will be deducted automatically from the bills of the Contractor as per the following rates.		
	Category	Delay In Placement Penalty In Rupees per day	
	Category 1 & 2	1000	
	Category 3	1200	
	Category 4, 5 & 6	1500	
	For delay in Door Collections after free time, the penalty will be deducted automatically from the bills of the Contractor as per the following rates		
	Smalls/Part Load	2% of basic freight charges per day limited to max of 10% of basic freight charges.	
	The delay penalty for vehicle placement will be applicable as illustrated below: Example: Date of Indent: 08.11.2025 Category of Vehicle: 4 i.e. Trailer Loading Place: BHEL Visakhapatnam i.e; Schedule 2B, Distance Slab 501-1200KM Free Time: 2 Days i.e. 10.11.2025 & 11.11.2025(09.11.2025 being Sunday/Holiday) Date of placement: 18.11.2025 No. of days delayed: 18.11.2025 - 08.11.2025 - free time (2 days) – 3 days (excluding indent date, placement date & Sunday/Holiday) = 6 Days Delay Penalty for Vehicle Placement = 6 x 1500 = Rs.9,000/-		
7.3	Above Penalty calculation (Clause 7.2) for delay in placement of vehicle will be valid for 7 days delay. In addition to above, extra penalty will be levied which is 1% of basic freight charges per week or part thereof after 7 days delay in vehicle placement.		
8.0	PENALTY FOR NON-PLACEMENT		
8.1	If the vehicle is not placed as per schedule of placement Clause 17.3 of CTCC, BHEL, HPVP Visakhapatnam reserves the right to cancel/short-close the Indent. Non-Placement Penalty in addition to penalty for delay in placement of vehicles will be applicable.		
8.2	The non-placement penalty will be as below:		
	Category	Penalty For Non-Placement	
	Smalls & Part Loads	15% on basic freight charges	
	Category 1 & 2	1500	
	Category 3	1800	
	Category 4, 5 & 6	2500	
8.3	The Non-Placement Penalty shall be recovered from other running/pending bills/Security Deposit of the contractor.		
8.4	If the transporter fails to place the vehicle, then the indent for placement of vehicle shall be considered for cancellation (short closure) within one week after free time. After one week (excluding free time), BHEL Reserves the right to initiate Risk Purchase.		
8.5	Example: Date of Indent: 08.11.2025 Category of Vehicle: 4 i.e. Trailer Loading Place: BHEL Visakhapatnam i.e; Schedule 2B, Distance Slab 501-1200KM Free Time: 2 Days i.e. 10.11.2025 & 11.11.2025(09.11.2025 being Sunday/Holiday) Date of Cancellation (Short closure): 18.11.2025		

SIGNATURE & SEAL OF THE BIDDER

	<p>No. of days delayed: 18.11.2025 - 08.11.2025 - free time (2 days) – 3 days (excluding indent date, Cancellation date & Sunday/Holiday) = 6 Days</p> <p>Delay Penalty for Vehicle Placement = 6 x 1500 = Rs.9,000/-</p> <p>Non-placement Penalty = Rs.2,500/-</p> <p>Total Penalty = Rs.9,000/- + Rs.2,500/- = Rs.11,500/-</p>
9.0	PENALTY FOR LATE DELIVERY
	If consignments are not delivered within delivery time defined under clause 27 & 28 of CTCC, a penalty @ 1.0% of the basic freight charges per day delay or part thereof subject to a maximum of 10% of basic freight up to 30 days, shall be levied. Beyond 30 days, penalty is flat 15% of basic freight charges.
10.0	PENALTY FOR TRANSSHIPMENT
	Penalty will be imposed for transshipment @ 5% of basic freight charges with approval and @ 20% of basic freight charges without approval.
11.0	PENALTY FOR NON-PLACEMENT OF GPS ENABLED VEHICLE
	<p>GPS is Compulsory in all categories of vehicles. However, if transporter fails to place GPS enabled vehicle, penalty shall be levied as follows.</p> <p>I) Rs. 500/- for Category 1, 2 & 3 and</p> <p>II) Rs. 1000/- for Category 4,5 & 6</p>
12.0	PENALTY FOR OVERLOADING
12.1	If the planned indented weight of the goods is within NVW of the vehicle and after loading if the actual weight becomes more than NVW of the vehicle, the consignment should be unloaded. Generally, overloading is not permissible.
12.2	<p>The contractor shall not accept indent if the weight of the goods is more than NVW of the vehicle. In such cases it is primary responsibility of the transporter to reject such indent and intimate BHEL immediately.</p> <p>If the contractor overloads such goods, the contractor is responsible for all the acts and deeds arise due to overloading.</p> <p>BHEL shall not reimburse/pay the penalties levied by the statutory authorities imposed on the account of overloading. If any penalty/damages are imposed on BHEL, same shall be paid by the contractor without any demur. If contractor fails to pay the same, BHEL shall pay the same and it will be recovered from contractor pending bills/Security Deposit in BHEL or through legal recourse.</p>
12.3	In case of overloading, no payment will be made over NVW of the vehicle.
12.4	If documented weight of the goods is within NVW of the vehicle and no weighing facility is available at the loading point, then in such case, no overloading penalty shall be imposed for overloading. If the weighing is carried out at unloading point, payment will be made up to actual weight. The overloading RTO penalty will also be reimbursed.
12.5	In any case, the total penalty shall not exceed 50% of basic freight charges.

SIGNATURE & SEAL OF THE BIDDER

13.0	DAMAGE / LOSS
	<p>a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs. OR During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.</p> <p>b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.</p> <p>c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.</p> <p>d) In case of any visible damage/ suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.</p> <p>e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.</p> <p>f) Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment enroute) shall also be submitted.</p> <p>g) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor.</p> <p>h) 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 delisting or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.</p>

SIGNATURE & SEAL OF THE BIDDER

CATEGORIES OF VEHICLES

Following categories are covered under this contract:

Category of vehicle is not solely decided on weight but also based on Length/ Width/ Height or contour of the consignment. If any of the dimensions or weight of the consignment cannot be accommodated in a category, it falls in the next higher category.

1. Smalls & Part Loads: Following three Categories are covered.

1.1. Category 1:

Consignments having total gross weight up to 100 kg are covered under Category 1.

Consignments having following dimensions are covered under Category 1: Length up to 4,500 mm, Width up to 1,800 mm & Height up to 1,800 mm.

Maximum payment will be limited to 100 kg in this category based on weight. Whereas maximum payment will be limited to 2,916 kg in this category based on volumetric weight.

1.2. Category 2:

Consignments having total gross weight from 101 kg to 1000 kg are covered under Category 2.

Consignments having following dimensions are covered under Category 2: Length up to 4,500 mm, Width up to 1,800 mm & Height up to 1,800 mm.

Maximum payment will be limited to 1000 kg in this category based on weight. Whereas maximum payment will be limited to 2,916 kg in this category based on volumetric weight.

1.3. Category 3:

Consignments having total gross weight from 1,001 kg to 3,000 kg are covered under Category 3.

Consignments having following dimensions are covered under Category 3: Length up to 6,000 mm, Width up to 1,800 mm & Height up to 2,000 mm.

Maximum payment will be limited to 3,000 kg in this category based on weight. Whereas maximum payment will be limited to 4,320 kg in this category based on volumetric weight.

2. CATEGORY-1(LCV/HCV):

The vehicle having Gross Vehicle weight equal to or less than 18,500 Kgs are covered as Category 1 in this contract.

a. Weight:

For weight loaded up to 7,000 kgs, payment will be made for 7,000 kgs or loading capacity of the vehicle, whichever is less.

For weight loaded above 7,000 kgs, payment will be made for 9,000 Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 9,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle whichever is less.

For Transportation of consignments of weight below 3,000Kgs, approval from the concerned commercial HOD/DGM Logistics is to be submitted.

Note: No approval is required in case indent weight based on available document like OBD etc, is more than 3,000Kgs whereas weigh bridge weight is less than 3,000Kgs and payment to be made for 7,000Kgs.

b. Dimensions:

Consignments having following dimensions fall under Category 1: Length up to 6,500 mm, Width up to 2,000 mm & Height up to 2,130 mm.

SIGNATURE & SEAL OF THE BIDDER

3. CATEGORY-2 (OPEN TRUCK):

The vehicle having Gross Vehicle weight less than 28,000 Kgs are covered as Category 2 in this contract. Open Body Trucks & JCB Vehicles are also covered under this category.

a. Weight:

Freight payment will be made for 12,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded above 12,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle, whichever is less.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 8,500 mm, Width up to 2,430 mm & Height up to 2,000 mm.

Note:- Single piece Consignment having width varying from 2,000mm to 2,430mm and height 2,000 mm shall only be indented under this category.

4. CATEGORY-3 (TRUCK):

The vehicle having Gross Vehicle weight of 28,000Kgs and 35,000Kgs are covered as Category 3 in this contract.

a. Weight:

Minimum payment will be 19,000 Kgs in this category.

For weight loaded up to 19,000 Kgs, Freight payment will be made for 19,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded between 19,001 Kgs to 21,000 Kgs, Freight payment will be made for 21,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded between 21,001 Kgs to 23,000 Kgs, Freight payment will be made for 23,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded above 23,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle, whichever is less.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 7,300 mm, Width up to 2,200 mm & Height up to 2,740 mm.

5. CATEGORY-4 (High Bed Trailer):

The vehicles having Gross Vehicle weight as 35,200 Kgs, 39,500 Kgs, 45,500 Kgs and 55,000 Kgs are covered as Category 4 in this contract.

a. Weight:

Minimum payment will be 26,000 Kgs in this category.

For weight loaded up to 26,000 Kgs, Freight payment will be made for 26,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded from 26,001 Kgs to 29,000 Kgs, payment will be made for 29,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded between 29,001 kgs to 32,000 kgs, Freight payment will be made for 32,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded between 32,001 kgs to 35,000 kgs, Freight payment will be made for 35,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded between 35,001 kgs to 38,000 kgs, Freight payment will be made for 38,000 Kgs or loading capacity of the vehicle, whichever is less.

SIGNATURE & SEAL OF THE BIDDER

For weight loaded above 38,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle, whichever is lower.

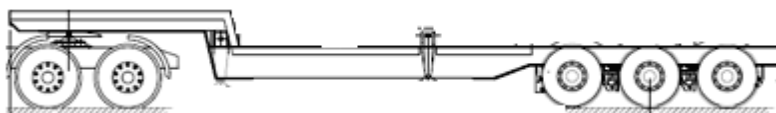
b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 12,200 mm, Width up to 6,000 mm & Height up to 3,050 mm.

6. CATEGORY-5 (Semi Low Bed Trailer):

The vehicles having Gross Vehicle weight as 35,200 Kgs, 39,500 Kgs, 45,500 Kgs and 55,000 Kgs are covered as Category 5 in this contract.

Semi Low Bed Trailers are required for Over Height Consignments, which are very difficult to transport by High Bed Trailer. The trailer body for Semi Low bed trailer is as mentioned below.



a. Weight:

Minimum payment will be 26,000 Kgs in this category.

For weight loaded up to 26,000 Kgs, Freight payment will be made for 26,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded from 26,001 Kgs to 29,000 Kgs, payment will be made for 29,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded between 29,001 kgs to 32,000 kgs, Freight payment will be made for 32,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded between 32,001 kgs to 35,000 kgs, Freight payment will be made for 35,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded between 35,001 kgs to 38,000 kgs, Freight payment will be made for 38,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded above 38,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle, whichever is less.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 10,700 mm, Width up to 6,000 mm & Height up to 3,500 mm.

7. CATEGORY-6 (Low-Bed Trailer/ODC Trailer):

The vehicles having Gross Vehicle weight as 35,200 Kgs, 39,500 Kgs, 45,500 Kgs and 55,000 Kgs are covered as Category 6 in this contract.

a. Weight:

Minimum payment will be 26,000 Kgs in this category.

For weight loaded up to 26,000 Kgs, Freight payment will be made for 26,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded from 26,001 Kgs to 29,000 Kgs, payment will be made for 29,000 Kgs or loading capacity of vehicle, whichever is less.

For weight loaded between 29,001 kgs to 32,000 kgs, Freight payment will be made for 32,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded between 32,001 kgs to 35,000 kgs, Freight payment will be made for 35,000 Kgs or loading capacity of the vehicle, whichever is less.

SIGNATURE & SEAL OF THE BIDDER

For weight loaded between 35,001 kgs to 38,000 kgs, Freight payment will be made for 38,000 Kgs or loading capacity of the vehicle, whichever is less.

For weight loaded above 38,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight/GMS/Invoice Weight or loading capacity of the vehicle, whichever is less.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 16,000 mm, Width up to 6,000 mm & Height up to 5,500 mm.

Note:

1. If weight crosses 41MT after loading, Proportional payment will be made as per vehicle capacity.
2. Consignments of weight more than 41,000 Kgs as per available documents are covered under Hydraulic Trailer Contracts.

8. NOTE:

- 8.1 Maximum payment will be limited to loading capacity of the vehicle.
Loading capacity of vehicle = Gross Vehicle Weight (Laden weight)-Unladen weight mentioned on RC.
- 8.2 As the availability of Open Trucks/JCB is very limited in the market, dispatch of Open Truck items may be dispatched in Category 4(Trailer) in case of urgency/need with approval of the concerned Commercial HOD/DGM Logistics.
- 8.3 In case consignment(s) can be transported in multiple categories, the indent should be released for the category for which the basic freight is minimum except for open truck/JCB mentioned in clause 8.2.
- 8.4 In special case if the Consignments of length, width or height are beyond the defined limits are transported in this above Categories of vehicles, freight for such packages will be paid extra for categories 1, 3, 4, 5 & 6. Extra payment will be made additionally @ 5% of basic freight charges.
- 8.5 As a special case, if lashing of components is not possible in HCV/Truck, it can be transported in Trailer with the approval of GM/Logistics considering the safety of the material.

SIGNATURE & SEAL OF THE BIDDER

PRICE SCHEDULE & EVALUATION

1. **Schedule 1-Small & Part Loads:** Following are the estimated rates:

Schedule 1 – Small & Part Loads							
Schedule	Cat	Maximum Single Piece Weight	Door Collection	Door Delivery	Estimated Rates (Plain Region)		
					Rate - per kg per km (In Rs.)		
					Up to 500 Kms	Up to 1200 Kms	above 1200 Kms
Sch-1	1	100	1000	1000	0.00780	0.00772	0.00758
	2	1000	1500	1500	0.00808	0.00800	0.00785
	3	3000	2000	2000	0.00800	0.00792	0.00780

2. **Schedule 2A – Group-A:** Following are the estimated rates:

Schedule 2A: Incoming & Anywhere to Anywhere Consignments									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
			mts	mts	Mts		RATE PER MT PER KM		
							UP TO 500 KM	501 TO 1200 KM	> 1200 KM
Schedule 2A -Others – Plain- Group-A (Trucks)	Category 1	HCV	5.63	2	2.13	1	9.7	9	6.5
			6.5	2	2.13	2	10.1	9.4	6.8
	Category 2	OPEN TRUCK	7.3	2.43	2	1	8.8	8	5.7
			8.5	2.43	2	2	9.2	8.4	5.9
	Category 3	TRUCK	6.7	2.2	2.74	1	6.8	5.6	3.9
			7.3	2.2	2.74	2	7.4	5.8	4.1

3. **Schedule 2A – Group-B:** Following are the estimated rates:

Schedule 2A: Incoming & Anywhere to Anywhere Consignments									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
			mts	mts	Mts		RATE PER MT PER KM		
							UP TO 500 KM	501 TO 1200 KM	> 1200 KM
Schedule 2A -Others – Plain – Group B (Trailers)	Category 4	High Bed Trailer	12.2	2.6	2.13	1	5.6	4.3	3.7
					2.43	2	5.8	4.5	3.8
					2.74	3	6	4.7	3.9
					3.05	4	6.3	5	4.1
				3.5	2.13	5	6.3	5.3	4.1
					2.43	6	6.5	5.5	4.2

SIGNATURE & SEAL OF THE BIDDER

					2.74	7	6.7	5.7	4.4
					3.05	8	7	5.9	4.7
				4.5	2.13	9	6.8	5.9	4.7
					2.43	10	6.9	6	4.9
					2.74	11	7	6.2	5
					3.05	12	7.5	6.5	5.2
				6	2.13	13	7.7	6.7	5.4
					2.43	14	7.7	6.8	5.6
					2.74	15	7.8	6.4	5.8
					3.05	16	8	6.5	5.9
	Category 5	Semi-Low Bed Trailer	10.7	2.6	3.4	1	6.4	5	4.3
					3.5	2	6.8	5.2	4.4
				4	3.4	3	7.3	5.7	4.9
					3.5	4	7.7	5.9	5
				5	3.4	5	8.5	6.6	5.6
					3.5	6	9.1	6.8	6
				6	3.4	7	9.1	7.4	6.5
					3.5	8	9.2	7.4	6.5
	Category 6	Low-Bed Trailer/ ODC Trailer	14	3	3.05	1	10.9	7.4	6.5
					3.5	2	11.2	7.6	6.7
					4.5	3	11.5	7.9	6.8
					5.5	4	11.9	8.3	7.1
				4	3.05	5	11.9	8.3	7.1
					3.5	6	12.1	8.5	7.4
					4.5	7	12.2	8.6	7.6
					5.5	8	12.4	8.8	7.7
				6	3.05	9	12.4	8.8	7.7
					3.5	10	12.6	9	7.9
					4.5	11	12.8	9.2	8.1
					5.5	12	13	9.4	8.3
			16	3	3.05	13	7.3	9.4	8.5
					3.5	14	8.1	9.5	8.6
					4.5	15	8.5	9.7	8.8
					5.5	16	8.8	9.9	9
				4	3.05	17	8.1	9.9	9
					3.5	18	9.3	10.1	9.2
					4.5	19	9.6	10.3	9.4
					5.5	20	10.1	10.4	9.5
				6	3.05	21	9.4	10.6	9.7
					3.5	22	11.2	10.8	9.9
					4.5	23	11.7	11.2	10.1
					5.5	24	12.2	11.5	10.3

SIGNATURE & SEAL OF THE BIDDER

4. Schedule 2B – Group-A: Following are the estimated rates:

Schedule 2B: Outgoing Consignments									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		UP TO 500 KM	501 TO 1200 KM	> 1200 KM
Schedule 2B - Outgoing –Plain - Group-A (Trucks)	Category 1	HCV	5.63	2	2.13	1	7.7	7	7.2
			6.5	2	2.13	2	7.7	7.1	7.4
	Category 2	Open Truck	7.3	2.43	2	1	6.8	6	6.1
			8.5	2.43	2	2	7.3	6.6	6.7
	Category 3	Truck	6.7	2.2	2.74	1	5.5	4.4	4.4
			7.3	2.2	2.74	2	5.9	4.6	4.5

5. Schedule 2B – Group-B: Following are the estimated rates:

Schedule 2B: Outgoing Consignments									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		UP TO 500 KM	501 TO 1200 KM	> 1200 KM
Schedule 2B - Outgoing –Plain - Group-B (Trailers)	Category 4	High Bed Trailer	12.2	2.6	2.13	1	5.6	4.3	3.7
					2.43	2	5.8	4.5	3.8
					2.74	3	6	4.7	3.9
					3.05	4	6.3	5	4.1
				3.5	2.13	5	6.3	5.3	4.1
					2.43	6	6.5	5.5	4.2
					2.74	7	6.7	5.7	4.4
					3.05	8	7	5.9	4.7
				4.5	2.13	9	6.8	5.9	4.7
					2.43	10	6.9	6	4.9
					2.74	11	7	6.2	5
					3.05	12	7.5	6.5	5.2
				6	2.13	13	7.7	6.7	5.4
					2.43	14	7.7	6.8	5.6
					2.74	15	7.8	6.4	5.8
					3.05	16	8	6.5	5.9
	Category 5	Semi-Low Bed Trailer	10.7	2.6	3.4	1	6.4	5	4.3
					3.5	2	6.8	5.2	4.4
				4	3.4	3	7.3	5.7	4.9
					3.5	4	7.7	5.9	5
				5	3.4	5	8.5	6.6	5.6

SIGNATURE & SEAL OF THE BIDDER

					3.5	6	9.1	6.8	6
				6	3.4	7	9.1	7.4	6.5
					3.5	8	9.2	7.4	6.5
				3	3.05	1	10.9	7.4	6.5
					3.5	2	11.2	7.6	6.7
					4.5	3	11.5	7.9	6.8
					5.5	4	11.9	8.3	7.1
				4	3.05	5	11.9	8.3	7.1
					3.5	6	12.1	8.5	7.4
					4.5	7	12.2	8.6	7.6
					5.5	8	12.4	8.8	7.7
				6	3.05	9	12.4	8.8	7.7
					3.5	10	12.6	9	7.9
					4.5	11	12.8	9.2	8.1
					5.5	12	13	9.4	8.3
				3	3.05	13	7.3	9.4	8.5
					3.5	14	8.1	9.5	8.6
					4.5	15	8.5	9.7	8.8
					5.5	16	8.8	9.9	9
				4	3.05	17	8.1	9.9	9
					3.5	18	9.3	10.1	9.2
					4.5	19	9.6	10.3	9.4
					5.5	20	10.1	10.4	9.5
				6	3.05	21	9.4	10.6	9.7
					3.5	22	11.2	10.8	9.9
					4.5	23	11.7	11.2	10.1
					5.5	24	12.2	11.5	10.3

6. Schedule 3A - Group-A: Following are the estimated rates:

Schedule 3A: Consignments From Ports									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		Mumbai Port	Chennai Port	Other Ports
Schedule 3A - Others-Ports - Group-A (Truck)	Category 1	HCV	5.63	2	2.13	1	9.3	7.7	10.9
			6.5	2	2.13	2	9.6	8	11.3
	Category 2	Open Truck	7.3	2.43	2	1	9.1	7.4	10.6
			8.5	2.43	2	2	9.5	7.7	11.3
	Category 3	Truck	6.7	2.2	2.74	1	7.4	6.1	8.4
			7.3	2.2	2.74	2	7.7	6.4	9

SIGNATURE & SEAL OF THE BIDDER

7. Schedule 3A - Group-B: Following are the estimated rates:

Schedule 3A: Consignments From Ports									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		Mumbai Port	Chennai Port	Other Ports
Schedule 3A - Others- Ports - Group-B (Trailers)	Category 4	High Bed Trailer	12.2	2.6	2.13	1	7.7	7.4	9.5
					2.43	2	7.9	7.7	9.8
					2.74	3	8	7.7	10
					3.05	4	8.6	8.4	10.8
				3.5	2.13	5	8.5	8.3	10.7
					2.43	6	8.7	8.5	11.2
					2.74	7	8.9	8.6	11.3
					3.05	8	9.6	9.3	12.2
				4.5	2.13	9	7	6.8	8.9
					2.43	10	7.3	7.1	9.3
					2.74	11	7.4	7.2	9.4
					3.05	12	8	7.7	9.5
				6	2.13	13	8.5	8.2	9.5
					2.43	14	8.8	8.6	9.7
					2.74	15	8.9	8.6	9.7
					3.05	16	9.7	9.4	10
	Category 5	Semi-Low Bed Trailer	10.7	2.6	3.4	1	6.3	6	7.8
					3.5	2	6.6	6.3	8.2
				4	3.4	3	8	7.8	10
					3.5	4	8.3	8.1	9.7
				5	3.4	5	9.5	9.2	11.4
					3.5	6	9.9	9.5	11.5
				6	3.4	7	10	9.9	11.6
					3.5	8	10.9	10.7	11.6
	Category 6	Low-Bed Trailer/ ODC Trailer	14	3	3.05	1	6.1	5.9	7.7
					3.5	2	7.1	6.8	8.9
					4.5	3	7.4	7.1	9.4
					5.5	4	7.7	7.4	9.7
				4	3.05	5	6.9	6.7	8.8
					3.5	6	9	8.8	10.6
					4.5	7	9.5	9.2	11.1
					5.5	8	9.8	9.5	11.5
				6	3.05	9	10.1	9.8	10.4
					3.5	10	12	11.7	12.7
					4.5	11	12.5	12.2	13.2
					5.5	12	13.1	12.8	13.9

SIGNATURE & SEAL OF THE BIDDER

					3	3.05	13	6.8	6.6	8.6
					3	3.5	14	7.9	7.6	10
					3	4.5	15	8.3	7.9	10.4
					3	5.5	16	8.6	8.2	10.9
				16	4	3.05	17	7.7	7.5	9.9
				16	4	3.5	18	10.1	9.9	11.9
				16	4	4.5	19	10.5	10.3	12.4
				16	4	5.5	20	11	10.7	13
				16	6	3.05	21	11.3	11.1	11.8
				16	6	3.5	22	13.4	13.2	14.3
				16	6	4.5	23	14	13.9	14.9
				16	6	5.5	24	14.7	14.4	15.6

8. Schedule 3B- Group-A: Following are the estimated rates:

Schedule 3B: Consignments To Ports									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		Mumbai Port	Chennai Port	Other Ports
Schedule 3B - Outgoing –Ports - Group-A (Trucks)	Category 1	HCV	5.63	2	2.13	1	8.3	6.9	8.8
			6.5	2	2.13	2	8.6	7.2	9.2
	Category 2	Open Truck	7.3	2.43	2	1	7.7	6.2	8.5
			8.5	2.43	2	2	8.1	6.7	8.7
	Category 3	Truck	6.7	2.2	2.74	1	5.8	5.3	7
			7.3	2.2	2.74	2	5.9	5.6	7.5

9. Schedule 3B- Group-B: Following are the estimated rates:

Schedule 3B: Consignments To Ports									
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates		
							RATE PER MT PER KM		
			mts	mts	mts		Mumbai Port	Chennai Port	Other Ports
Schedule 3B - Outgoing –Ports - Group-B (Trailers)	Category 4	High Bed Trailer	12.2	2.6	2.13	1	4.1	4.5	5.5
					2.43	2	4.2	4.7	5.7
					2.74	3	4.3	4.8	5.8
					3.05	4	4.6	5.1	6.1
			3.5	2.13	2.13	5	4.5	5	6

SIGNATURE & SEAL OF THE BIDDER

						2.43	6	4.7	5.2	6.3
						2.74	7	4.8	5.2	6.4
						3.05	8	5.1	5.6	6.9
					4.5	2.13	9	5.3	5.9	7.3
						2.43	10	5.5	6.1	7.7
						2.74	11	5.6	6.2	7.7
						3.05	12	6	6.8	8.2
					6	2.13	13	6.3	7	8.7
						2.43	14	6.6	7.3	9
						2.74	15	6.7	7.4	9.1
						3.05	16	7.2	7.9	9.2
	Category 5	Semi-Low Bed Trailer	10.7	2.6		3.4	1	4.8	5.3	6.5
						3.5	2	5	5.5	6.7
				4		3.4	3	6.1	6.8	8.4
						3.5	4	6.3	7	8.6
				5		3.4	5	7.3	8.1	9.5
						3.5	6	7.6	8.4	9.6
				6		3.4	7	7.9	8.8	10.5
						3.5	8	8.2	9.2	10.5
	Category 6	Low-Bed Trailer/ ODC Trailer	14	3		3.05	1	4.8	5.3	6.4
						3.5	2	5.4	5.9	7.3
						4.5	3	5.6	6.1	7.6
						5.5	4	5.8	6.4	7.9
				4		3.05	5	5.3	5.8	7.2
						3.5	6	6.8	7.7	9.5
						4.5	7	7.1	7.9	9.9
						5.5	8	7.4	8.3	10.3
				6		3.05	9	7.5	8.4	9.5
						3.5	10	8.9	10	11.5
						4.5	11	9.4	10.4	12
						5.5	12	9.7	10.9	12.5
			16	3		3.05	13	5.3	5.9	7.1
						3.5	14	5.9	6.5	8.1
						4.5	15	6.2	6.8	8.5
						5.5	16	6.4	7	8.8
				4		3.05	17	5.9	6.4	8
						3.5	18	7.7	8.6	10.5
						4.5	19	7.9	8.9	11.1
						5.5	20	8.3	9.3	11.5
				6		3.05	21	8.3	9.3	10.7
						3.5	22	10	11.3	13
						4.5	23	10.4	11.7	13.5
						5.5	24	10.9	12.2	14

SIGNATURE & SEAL OF THE BIDDER

10. Schedule 4 – Group-A: Following are the estimated rates:

Schedule 4 Hilly Region Consignments								
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates	
							RATE PER MT PER KM	
			mts	mts	mts		North East	Others
Schedule 4-Hilly Region-Group-A (Truck)	Category 1	HCV	5.63	2	2.13	1	6.7	6.7
			6.5	2	2.13	2	6.9	6.9
	Category 2	Open Truck	7.3	2.43	2	1	7.3	7.4
			8.5	2.43	2	2	7.6	7.8
	Category 3	Truck	6.7	2.2	2.74	1	4.9	5
			7.3	2.2	2.74	2	5	5.2

11. Schedule 4 – Group-B: Following are the estimated rates:

Schedule 4 Hilly Region Consignments								
Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rates	
							RATE PER MT PER KM	
			mts	mts	mts		North East	Others
Schedule 4-Hilly Region – Group B (Trailers)	Category 4	High Bed Trailer	12.2	2.6	2.13	1	4.4	4.6
					2.43	2	4.6	4.7
					2.74	3	4.6	4.8
					3.05	4	5	5
				3.5	2.13	5	4.9	5
					2.43	6	5	5.1
					2.74	7	5	5.2
					3.05	8	5.5	5.6
				4.5	2.13	9	5.2	5.3
					2.43	10	5.5	5.6
					2.74	11	5.5	5.6
					3.05	12	5.9	6
				6	2.13	13	6.2	6.3
					2.43	14	6.4	6.5
					2.74	15	6.5	6.6
					3.05	16	7	7.1
	Category 5	Semi-Low Bed Trailer	10.7	2.6	3.4	1	5.1	5.3
					3.5	2	5.3	5.5
				4	3.4	3	5.9	6
					3.5	4	6	6
				5	3.4	5	7	7.1

SIGNATURE & SEAL OF THE BIDDER

				6	3.5	6	7.4	7.4
					3.4	7	7.9	8
					3.5	8	8	8
	Category 6	Low-Bed Trailer/ ODC Trailer	14	3	3.05	1	5	5
					3.5	2	5.5	5.7
					4.5	3	5.7	5.9
					5.5	4	5.9	6.1
				4	3.05	5	5.4	5.6
					3.5	6	6.2	6.3
					4.5	7	6.5	6.5
					5.5	8	6.7	6.8
				6	3.05	9	7	7.1
					3.5	10	8.4	8.4
					4.5	11	8.6	8.7
					5.5	12	9	9
			16	3	3.05	13	5.4	5.6
					3.5	14	6	6.3
					4.5	15	6.3	6.5
					5.5	16	6.8	6.8
				4	3.05	17	5.9	6.1
					3.5	18	6.8	6.9
					4.5	19	7.1	7.2
					5.5	20	7.7	7.5
				6	3.05	21	7.7	7.9
					3.5	22	9.3	9.4
					4.5	23	9.7	9.7
					5.5	24	10.4	10.1

12. Evaluation:

12.1 The contract has been divided into 6 Schedules (1,2A, 2B, 3A, 3B, & 4) and each schedule except Schedule 1 is divided into two Groups. The Group-A (Trucks) consists of Category 1, 2 & 3 vehicles. The Group-B (Trailers) consists of Category 4, 5 & 6 vehicles.

Group A and Group B of Schedule 2A and Schedule 2B are further Sub divided into 3 distance slabs as mentioned below.

01. Distance Up to 500KM
02. 501-1200KM and
03. More than 1200KM

12.2 For Schedules 2A & 2B, Bidder has to quote for all the categories of vehicles of that particular distance slab, Group and Schedule. For Eg. If a bidder quotes for Schedule 2A Group A Distance slab less than 500KM, then it is considered that he has quoted for all the three categories of vehicles (Category 1,2,3) in that slab.

Upon becoming the successful bidder, contractor has to place vehicles for all categories of vehicles.

12.3 'Price schedule' is the estimated rates for each Schedule, Group, Distance Slab & category of the Contract. The Rates are considered as Rate per MT per KM in the price bid schedule except for Schedule 1 i.e; smalls.

SIGNATURE & SEAL OF THE BIDDER

12.4 The rates have to be quoted as per **Annexure-I only**. The rates quoted in any other formats are liable to be rejected. You are requested to fill the Price bid in percentage only, i.e. plus or minus or at par compared to each Group and Distance Slab. The percentage will be considered up to two decimal points only.

12.5 The percentage increase or decrease or at par will be uniformly applied to all the category rates of that Schedule. For Example: If the L1 quoted percentage is -5.20% in Schedule 2A Group A Distance Slab Less than 500KM, then the rates of each category & dimension slab in that schedule will be decreased by 5.20%.

12.6 Evaluation will be based on lowest quoted percentage for each Distance Slab, Group of Schedule. The contract rates will be finalized with L1 bidders through negotiation, if required, for each Distance Slab and Group of schedule.

12.7 The finalized contract rates will be counter offered to L2 to Ln bidders for each Distance Slab and Group of schedule as per tender ranking as per Clause 11.

12.8 If none of the other transporters accept L1 offer, the L1 bidder itself has to execute total work during the entire contract period.

12.9 For Schedules 1,3 & 4, Bidder has to quote for all the categories of vehicles of that particular Group. For Eg. If a bidder quotes for Schedule 3A Group A, then it is considered that he has quoted for all the three categories of vehicles (Category 1,2,3) in that Group.

SIGNATURE & SEAL OF THE BIDDER

INSTRUCTIONS TO BIDDERS

CLAUSE	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in two parts in online portal as detailed below and as per instructions of NIT.
	PART-I (EMD, PQR, Techno Commercial and Special Conditions Documents)
	PART-II (Price Bids)
2.0	PART-I (EMD, PQR, Techno Commercial and Special Conditions Documents)
	This shall include the following :
2.1	Covering letter of bidder. The bidder shall provide the Groups & Schedules for which the bidder is participating in their Covering letter.
2.2	Earnest Money Deposit (EMD) shall be furnished as per Annexure-A and the details as mentioned below shall be uploaded in the online portal. TENDER NO. OS/VTC/2025-27/121/76 Dt:29.11.2025 Name of the Bidder:
2.3	Signed copy of all documents for PQR to be uploaded
2.4	Signed copy of NIT (Notice Inviting Tender) to be uploaded
2.5	Power of Attorney
2.6	Unpriced "Annexure-I". The rates are to be quoted only against distance slab and Group of that schedule and as per Annexure-I. (Only write 'quoted/not quoted' against each rate of the schedule).
2.7	The above documents (2.1-2.6) shall form one set of the Part-I tender and should be uploaded in the online portal. PART – I (EMD, PQR & Techno commercial and Special Conditions Documents) TENDER NO. OS/VTC/2025-27/121/76 Dt:29.11.2025 Name of the Bidder:
2.8	Tender will be floated through the Electronic Procurement System (EPS) and offers to be submitted in EPS only (https://eprocurebhel.co.in/nicgep/app). Procedure for obtaining Digital Signature Certificate (DSC), Registration with our service provider, obtaining user ID and password for Login for registered and unregistered vendors, Downloading/Submission of tender documents is available on the BHEL e procurement portal. (https://eprocurebhel.co.in/nicgep/app)
3.0	PART-II (PRICE SCHEDULE)
3.1	'Price schedule' is the estimated rates of categories of vehicles for each distance slab and Group of that Schedule.
3.2	The price bid as per attached Annexure-I shall form the Part-II tender. Price bid for each distance slab and Group of each Schedule shall be uploaded in online portal. PART – II (PRICE BID) TENDER NO. OS/VTC/2025-27/121/76 Dt:29.11.2025 Schedule, Group and distance slab Name of the Bidder:
4.0	SUBMISSION OF TENDERS
4.1	Tender will be floated through the Electronic Procurement System (EPS) and offers to be submitted in EPS only (https://eprocurebhel.co.in/nicgep/app)
5.0	OPENING OF TENDERS
5.1	Part-I will be opened on due date in online portal. The date for opening of Part-II/RA will be communicated to all technically qualified bidders only.

SIGNATURE & SEAL OF THE BIDDER

5.2	<p>Reverse Auction: “BHEL shall be resorting to Reverse Auction (RA)(Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</p> <ol style="list-style-type: none"> 1) Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. 2) The techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 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. 3) However, H1 will be allowed to participate in RA in the following cases: <ol style="list-style-type: none"> 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 is eligible MSE and H-1 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 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder. 4) 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. 5) Start price for RA shall be lowest of sealed envelope price bid / e-bid. 6) If the start price is lower than the lowest sealed envelope 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. 7) 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 envelope price bid. <p>For detailed Guidelines visit our website: https://www.bhel.com/guidelines-reverse-auction-2024</p>
6.0	RATES TO BE QUOTED IN FIGURES AND WORDS
6.1	The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used.
6.2	If, in the price structure quoted for the required goods/ services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
6.3	If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and

SIGNATURE & SEAL OF THE BIDDER

6.4	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 6.2 and 6.3 above.
6.5	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be rejected.
7.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasers, errors and over-writing are not permitted and may render such tenders liable for rejection. All corrections and alterations shall be duly attested by the bidder with date.
8.0	ALL PAGES TO BE INITIALLED
	All the pages of Part-I as well as Part-II have to be signed in the same signature which is provided in "Power of Attorney". All pages of all volumes and sections including drawings of tender documents shall be initialled with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
9.0	ADDENDA/Corrigenda/Amendments
	ADDENDA/Corrigenda/Amendments to the tender documents will be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents.
10.0	Power of Attorney: In case, an individual/authorized signatory other than the sole proprietor signs the tender, an attested copy of Power of Attorney shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder concerned and is authorized/empowered to act on behalf for the specific purpose.
11.0	GENERAL
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected.
12.0	If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
13.0	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
14.0	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits.
15.0	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
16.0	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with details of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
17.0	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.
18.0	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

SIGNATURE & SEAL OF THE BIDDER

19.0	In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be Special conditions of contract followed by General conditions of contract (for commercial aspects).
20.0	Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance of any tender instructions may result in the rejection of the tender offer.
21.0	The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
22.0	Late offers received will not be entertained under any circumstances.

SIGNATURE & SEAL OF THE BIDDER

FORMATS**Format –I****Tender Ref.: VTC 2025-27****Checklist (To be printed on bidder's letterhead)**

Sno	PARTICULARS FOR EVALUATION OF TECHNO-COML.BID	Please Tick (✓)	Page
1.	Photocopy of proof of submission of EMD (Photocopy of DD or Printout of NEFT)	Attached/Not Attached	
2.	Format-II regarding bidder details	Attached/Not Attached	
3.	Format-III regarding vehicle ownership	Attached/Not Attached	
4.	Format-IV regarding experience	Attached/Not Attached	
5.	Format-V regarding NEFT/RTGS details	Attached/Not Attached	
6.	Declaration: Self-Attested copy of Format-VI	Attached/Not Attached	
7.	Power of Attorney	Attached/Not Attached	
8.	Organization/Firm Registration	Attached/Not Attached	
9.	Self-Attested copy of PAN Card	Attached/Not Attached	
10.	Self-Attested copy of IBA	Attached/Not Attached	
11.	Self-attested copy of RC of vehicles	Attached/Not Attached	
12.	Proof of experience	Attached/Not Attached	
13.	IT Returns for last three financial years	Attached/Not Attached	
14.	Audited Annual Reports for last three financial years	Attached/Not Attached	
15.	Duly Signed And Stamped Copy Of NIT	Attached/Not Attached	
16.	Any Other Details The Bidder Desires To Furnish	Attached/Not Attached	
17.	Work Experience: Purchase Orders/Work Orders/Work Completion Certificates	Attached/Not Attached	

SIGNATURE & SEAL OF THE BIDDER

Format –II**Tender Ref.: VTC 2025-27****Bidder Details (To be printed on bidder's letterhead)**

Name of the Bidder:

ADDRESS:

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder	
Type of Company (Ltd/Pvt. Ltd./ Partnership/ Proprietorship):	
PAN Card Number:	
IBA Code:	
IBA recommendation validity up to:	
No. of Total vehicles owned:	
Average Turnover of last three financial years (In Crores):	
No. of Employees (Total)	
Administrative	
Technical/Supervisory	
Drivers	
Skilled Workmen	
Unskilled Workmen	
IF RELATED TO ANY BHEL EMPLOYEE NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	

SIGNATURE & SEAL OF THE BIDDER

Format –III
Tender Ref.: VTC 2025-27
Vehicle Ownership (To be printed on letterhead)

Name of the Bidder:

Sl	Registration No.	Owner name	Manufacturer		Chassis No.	Gross Weight	Proof at Page No.	National Permit valid up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

SIGNATURE & SEAL OF THE BIDDER

Format –IV**Tender Ref.: VTC 2025-27****Experience (To be printed on letterhead)****1. LR Date should be from 01.04.2022 to 31.03.2025.****2. Weight of each consignment – i) Upto 3,000Kgs for Smalls, ii) 5 to 23 MT for Group-A ii) 23.01 MT to 41 MT for Group-B****3. Number of consignments – only 10**

Sl. No.	LR No.	LR Date	From	To	Delivery Date	Weight of the Consignment	Description of the Consignment	Customer Name	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)	E-mail & Mobile Number of Customer
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

SIGNATURE & SEAL OF THE BIDDER

Format – V**NEFT/RTGS Details****(Vendors to furnish this mandate on their Letter Head)**

To
 Sr.Manager/OS Dept.
 Bharat Heavy Electricals Limited
 HPVP,Visakhaptanam
 AP, PIN: 530012

Ref No:

Date:

Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT/RTGS to our Bank account, subject to RBI Guidelines, as per the details given below.

- A. Sup code (As per PO/SCO) / Staffno
- B. Beneficiary (Name as per PO/SCO)
(Retd Employee to indicate address here)
- C. PAN of beneficiary
- D. TIN of Beneficiary
- E. e-mail address of Beneficiary
- F. City (of Beneficiary)
- G. Bank Name
- H. Branch (of Bank)
- I. A/c Number
- J. A/c type (Savings or Current)
- K. MICR Code of the branch (9 digit)
- L. IFSC for NEFT (11 char)
- M. IFSC for RTGS (If different from L)

Thanking you,

(Signature with Seal)

Authorised Signatory

Name

Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized Official of
bank)

Bank Stamp

SIGNATURE & SEAL OF THE BIDDER

FORMAT-VI**Tender Ref.: VTC 2025-27****AFFIDAVIT-CUM-UNDERTAKING**

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

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

I am working as _____ in M/s. _____, i.e. the bidder herein.

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

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

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).

4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or

SIGNATURE & SEAL OF THE BIDDER

- 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.

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

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed

Before me on this the ___ day

of _____, 2_ _ _ at -----.

NOTARY

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

(Note:- Basis of estimate is 100%)

Schedule 1: Smalls & Part Load

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage Increase/Decrease/At Par	(+) Plus		
	(-) Minus		
	At Par (0)		

Note:

- i. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- ii. Evaluation will be based on lowest quoted percentage only.
- iii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- iv. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- v. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 12.
- vii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- viii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
------------------------------------	--

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group A
Distance Slab less than 500KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- i. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- ii. Evaluation will be based on lowest quoted percentage only.
- iii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- iv. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- v. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- vii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- viii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group A
Distance Slab 501-1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- ix. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- x. Evaluation will be based on lowest quoted percentage only.
- xi. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- xii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- xiii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- xiv. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- xv. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- xvi. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group A
Distance Slab More than 1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

xvii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

xviii. Evaluation will be based on lowest quoted percentage only.

xix. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

xx. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

xxi. If there is a discrepancy between words and figures, the amount in words shall prevail.

xxii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

xxiii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

xxiv. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group B
Distance Slab less than 500KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

xxv. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

xxvi. Evaluation will be based on lowest quoted percentage only.

xxvii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

xxviii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

xxix. If there is a discrepancy between words and figures, the amount in words shall prevail.

xxx. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

xxxi. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

xxxii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group B
Distance Slab 501-1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- xxxiii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- xxxiv. Evaluation will be based on lowest quoted percentage only.
- xxxv. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- xxxvi. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- xxxvii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- xxxviii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- xxxix. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- xl. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2A – Group B
Distance Slab More than 1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- xli. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- xlvi. Evaluation will be based on lowest quoted percentage only.
- xlvi. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- xlvi. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- xlvi. If there is a discrepancy between words and figures, the amount in words shall prevail.
- xlvi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- xlvi. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- xlvi. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group A
Distance Slab less than 500KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025:		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

xlix. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

- I. Evaluation will be based on lowest quoted percentage only.
- li. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- lii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- liii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- liv. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- lv. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- lvi. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group A
Distance Slab 501-1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- lvii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- lviii. Evaluation will be based on lowest quoted percentage only.
- lix. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- lx. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- lxi. If there is a discrepancy between words and figures, the amount in words shall prevail.
- lxii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- lxiii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- lxiv. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group A
Distance Slab More than 1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

lxv. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

lxvi. Evaluation will be based on lowest quoted percentage only.

lxvii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

lxviii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

lxix. If there is a discrepancy between words and figures, the amount in words shall prevail.

lxx. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

lxxi. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

lxxii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group B
Distance Slab less than 500KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- lxxiii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- lxxiv. Evaluation will be based on lowest quoted percentage only.
- lxxv. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- lxxvi. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- lxxvii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- lxxviii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- lxxix. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- lxxx. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group B
Distance Slab 501-1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- lxxxi. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- lxxxii. Evaluation will be based on lowest quoted percentage only.
- lxxxiii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- lxxxiv. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- lxxxv. If there is a discrepancy between words and figures, the amount in words shall prevail.
- lxxxvi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- lxxxvii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- lxxxviii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 2B – Group B
Distance Slab More than 1200 KM

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u>	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

lxxxix. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

xc. Evaluation will be based on lowest quoted percentage only.

xi. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

xcii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

xciii. If there is a discrepancy between words and figures, the amount in words shall prevail.

xciv. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

xcv. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

xcvi. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 3A – Group A

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- xcvii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- xcviii. Evaluation will be based on lowest quoted percentage only.
- xcix. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- c. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- ci. If there is a discrepancy between words and figures, the amount in words shall prevail.
- cii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- ciii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- civ. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 3A – Group B

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- cv. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- cvi. Evaluation will be based on lowest quoted percentage only.
- cvi. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- cviii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- cix. If there is a discrepancy between words and figures, the amount in words shall prevail.
- cx. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- cxi. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- cxii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 3B – Group A

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage	Plus (+)		
Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Minus (-)		
	At Par (0)		

Note:

- cxiii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- cxiv. Evaluation will be based on lowest quoted percentage only.
- cxv. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- cxvi. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- cxvii. If there is a discrepancy between words and figures, the amount in words shall prevail.
- cxviii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- cxix. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- cxx. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 3B – Group B

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- cxxi. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- cxxii. Evaluation will be based on lowest quoted percentage only.
- cxxiii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- cxxiv. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- cxxv. If there is a discrepancy between words and figures, the amount in words shall prevail.
- cxxvi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- cxxvii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- cxxviii. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 4 – Group A

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

cxxix. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

cxxx. Evaluation will be based on lowest quoted percentage only.

cxxxi. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

cxxxii. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

cxxxiii. If there is a discrepancy between words and figures, the amount in words shall prevail.

cxxxiv. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

cxxxv. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

cxxxvi. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE - I
PRICE BID

Schedule 4 – Group B

Tender Ref No.:	OS/VTC/2025-27/121/76 Dt:29.11.2025		
		Percentage in Figures	Percentage in Words
Quoted Percentage Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

cxxxvii. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.

cxxxviii. Evaluation will be based on lowest quoted percentage only.

cxxxix. The percentage increase or decrease or at par will be uniformly applied to all the category rates.

cxl. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.

cxli. If there is a discrepancy between words and figures, the amount in words shall prevail.

cxlii. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11

cxliii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.

cxliv. Bidder accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE-J**Distances for Various Project Sites**

S. No.	From	To	Distance in KM	Approx.Weight in MT	Approx.No. of Vehicles
1	BHEL HPVP Visakhapatnam	Hindalco, Sambalpur	620	3451	192
2	BHEL HPVP Visakhapatnam	NTPC Lara Chhattisgarh	637	2654	265
3	BHEL HPVP Visakhapatnam	Adani Mirzapur UP	1126	2353	235
4	BHEL HPVP Visakhapatnam	NTPC Talcher	615	1538	154
5	BHEL HPVP Visakhapatnam	Adani Raigarh	604	2113	211
6	BHEL HPVP Visakhapatnam	HPGCL Yamunanagar	2042	57	3
7	BHEL HPVP Visakhapatnam	NTPC Sipat	706	68	5
8	BHEL HPVP Visakhapatnam	Adani Raipur	603	1295	130
9	BHEL HPVP Visakhapatnam	DVC Koderma	1112	706	39
10	BHEL HPVP Visakhapatnam	Mahagenco Koradi	842	555	31
11	BHEL HPVP Visakhapatnam	MPGCL, SATPURA TPS	1018	450	25
12	BHEL HPVP Visakhapatnam	MPGCL,AMARKANTAK	884	450	25
13	BHEL HPVP Visakhapatnam	Adani Kawai Rajasthan	1482	437	31
14	BHEL HPVP Visakhapatnam	NLC Talabira Jharsuguda Odisha	626	320	18
15	BHEL HPVP Visakhapatnam	GSECL, UKAI	1495	300	17
16	BHEL HPVP Visakhapatnam	TS-NINL, Dubri, ODISHA	556	213	15
17	BHEL HPVP Visakhapatnam	NTPC Singrauli	1025	195	14
18	BHEL HPVP Visakhapatnam	IOCL,DIGBOI	2307	170	12
19	BHEL HPVP Visakhapatnam	NSPCL, Bhilai	600	459	26
20	BHEL HPVP Visakhapatnam	Adani Mahan Singrauli	1023	82	6
21	BHEL HPVP Visakhapatnam	GAIL, PATA UP	1440	130	7
22	BHEL HPVP Visakhapatnam	IOCL, Haldia	821	112	6
23	BHEL HPVP Visakhapatnam	HZL Dariba	1749	65	4

SIGNATURE & SEAL OF THE BIDDER

24	BHEL HPVP Visakhapatnam	NTPC Korba Chhattisgarh	736	54	4
25	BHEL HPVP Visakhapatnam	RINL Vizag	300	30	2
26	BHEL HPVP Visakhapatnam	IFFCO, Kalol	1742	26	2
27	BHEL HPVP Visakhapatnam	ONGC, Hazira	1592	20	1
28	BHEL HPVP Visakhapatnam	O2 joy innovation limited, New delhi	1798	12	1
29	BHEL HPVP Visakhapatnam	BPCL, Kochi	1494	5	1
30	BHEL HPVP Visakhapatnam	NALCO,ANGUL	531	3	1
31	BHEL HPVP Visakhapatnam	VSSC, Thiruvananthapuram	1611	2	1

Note: Distances not covered under this annexure shall be provided by Indenter based on Average Distance from Google Maps at the time of giving indent for placement of vehicles.

SIGNATURE & SEAL OF THE BIDDER

Commercial Terms & Conditions of Contract (CTCC)
Schedule 1: Smalls & Part Loads

1.0	APPLICATION Unless otherwise provided in the Contract Documents, these terms & conditions shall govern the works accompanying technical details if any and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS In construing these General Conditions, Special conditions and accompanying Specifications the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.1	"BHEL" shall mean Bharat Heavy Electricals Limited, a Company registered under the Companies Act, with its Registered Office at BHEL House, Siri Fort, New Delhi
2.2	"BHEL, HPVP Visakhapatnam" shall mean manufacturing unit of BHEL having its office at Nathayyapalem, Visakhapatnam, AP -530012
2.3	"Executive Director/General Manager In-charge" shall mean the officer in administrative charge of BHEL, HPVP Visakhapatnam
2.4	"General Manager" shall mean the officer in administrative charge of Logistics Department and reporting to Executive Director
2.5	"Head of Logistics" shall mean the officer in administrative charge of Logistics Department and reporting to "General Manager"
2.6	The "Bidder" shall mean financially sound, experienced and renowned companies/logistics service providers/ freight services providers/ Contractors having requisite resources/ inventory, experience and technical manpower who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle through road and who have participated in BHEL, HPVP Visakhapatnam's tender
2.7	"Goods" in this contract shall mean plant machinery, equipment or materials to be transported under the Contract Documents except Coal, Sand & cement
2.8	"Documents" shall mean a piece of written, printed, or electronic matter to be transported under this contract
2.9	The "Contractor" shall mean the successful Bidder who is awarded the Contract and shall be deemed to include the Contractor's successors, assigns, heirs, executors, administrators. "Transporter" shall also be considered as "Contractor".
2.10	The "Sub-contractor" shall mean individual or firm to whom any part of the work has been subcontracted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.
2.11	"Acceptance of Tender" shall mean communication to the Contractor that his bid/tender is accepted by BHEL.
2.12	"Contract Price" means the sum indicated in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions herein after contained.
2.13	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of the Work as defined in the Contract Documents.
2.14	The "Contract Documents" shall mean and include the terms & conditions of contract, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered into between BHEL and the Contractor duly signed by them, Special Conditions of Contract and any other related documents.
2.15	"Base diesel rate" for PVC means the diesel rate prevailing on the date of technical bid opening.
2.16	"Transportation" shall mean the safe & secure movement of goods from one location to another location
2.17	"Road transportation" shall mean safe & secure movement of goods from one location to another location by Road.

SIGNATURE & SEAL OF THE BIDDER

2.18	"Air transportation" shall mean safe & secure movement of goods from one airport to another airport by air
2.19	"Schedule" shall mean the term specified for the division of services based on type of service & single piece weight.
2.20	"Category" shall mean the terms specified for the division of types of services based on weight of consignments.
2.21	"Slab" shall mean the division of rates based on distance.
2.22	"Variable Additional Charges" means the charges for additional peripheral services required for transportation, which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof
2.23	"RC" shall mean Registration Certificate of Vehicle issued by authorized official of State Government or Government of India
2.24	"National Permit" shall mean National Permit issued by authorized official of State Government or Government of India
2.25	"Additional Transit Time" shall mean the additional days provided to deliver the material subject to conditions
2.26	"Hiring" shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of the such services remains with the contractor
2.27	"Rate Contract" shall mean the rate contracts entered with number of Contractors for a specific period.
2.28	"Point-to-Point Contract/ Lump sum Contract" shall mean the contract entered with contractor for transportation of one consignment from a specific point to another specific point in this contract
2.29	"Detention" shall mean the stoppage of vehicle at loading & unloading point.
2.30	"Hill Region" shall mean any place in North Eastern Region (NER) or beyond Rishikesh / Haridwar in Uttarakhand or beyond Jammu Union Territory or beyond Sunder nagar in Himachal Pradesh.
2.31	"Door Collection" shall mean the pickup of material from BHEL works/Vendor Works etc.,
2.32	"Indent" shall mean the e-mail/written communication for Door Collections
2.33	"Indenter" shall mean the employee of BHEL who has released the indent
3.0	SCOPE OF CONTRACT
3.1	Transportation of Goods having Gross weight up to 3,000 Kgs from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing go-downs/ sites etc.) within India by Smalls & Part loads.
3.2	Journey Management
3.3	Loading/Unloading whenever & wherever required by BHEL
4.0	DETAILS OF SCHEDULES
4.1	Schedule 1 – Smalls & Part Loads
	Consignments which are to be dispatched from Anywhere in India to Anywhere in India by Road transportation i.e. part of journey covered by Smalls & Part Loads having weight up to 3,000 kgs
5.0	CONTRACT AGREEMENT
5.1	The General Conditions of Contract along with Special Conditions of Contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.
5.2	The Contract Agreement as per the specified format provided by BHEL shall be signed within 30 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in LOI.
6.0	CONTRACT PRICE/FREIGHT CHARGES
6.1	The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents.
6.2	The basic freight rate i.e Rate in Rs. per KG per km in this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified in Clause 6.5 & 8.0.

SIGNATURE & SEAL OF THE BIDDER

	The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.
6.3	The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes excluding applicable GST. Additional charges as per Clause 6.5 and Price Variation Clause as per Clause 8.0 will be applicable.
6.4	BASIC FREIGHT
	Basic Freight will be calculated as per below Formula: $\text{Basic Freight} = (\text{Rate in Rs. per KG per KM}) \times \text{Equivalent Weight (in KG)} \times \text{Calculated Distance (in KM)}$ Rate in Rs. per KG per KM will be as per agreed Price Schedule. Equivalent Weight calculation will be as per Clause 13. Distance will be as per Clause 16. Minimum basic freight will be Rs. 400/-.
6.5	DOOR COLLECTION/DOOR DELIVERY CHARGES
6.5.1	Door Collection & Door Delivery charges are applicable for all schedules.
6.5.2	Door Collection & Door Delivery charges will be part of price bid & shall be quoted along with price bid. OPA (Out of Pickup Area) & ODA (Out of Delivery Area) charges will not be paid & same shall be included in Door Collection & Door Delivery Charges. Door Collection charges & Door Delivery Charges will be paid per LR basis. Door Collection charges & Door Delivery Charges will be paid as per the highest category only for multiple pieces in single LR.
6.5.3	For schedule 1, additional 10% door collection charges will be paid if door collection is from Hilly Region/Ports (Air or Sea). For schedule 1, additional 10% door delivery charges will be paid if door delivery is in Hilly region/Ports (Air or Sea).
6.6	TAXES AND DUTIES
	a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading & Unloading enroute, power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract and no extra claim will be entertained except GST. (Additional charges as per Clause 6.5 & 6.6 and Price Variation Clause as per Clause 8.0 will be applicable.) b) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted. c) 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 any other provisions of this contract.
	Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MORTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Clearance/permit charges will be reimbursed by BHEL under Clause 6.6. Such permissions should be made available to BHEL for scrutiny as and when demanded.
7.0	PRICE CALCULATION
	Single LR, Single Piece/multiple piece Weight of consignments: 80, 220, 900Kg. Total weight = 1200 kg Distance: 800 km Schedule: Smalls & Part Loads – Schedule 1 1. Door Collection Charges: Rs.1,500- Category 2 based on Maximum consignment Weight of LR. i.e; Max(80,220,900kg) =900kg.

SIGNATURE & SEAL OF THE BIDDER

	<p>2. Door Delivery Charges: Rs.1,500-Category 2 based on Maximum consignment Weight of LR. i.e; Max(80,220,900kg) =900kg.</p> <p>3.Basic Freight: Basic Freight = Rate in Rs./KM/KG * Distance(KM)*Equivalent Weight(KG) Rate for Basic Freight Calculation is Category 3 based on sum of all the weights of LR. i.e; SUM(80,220,900kg)=1200kg. Rate in Rs. per KG per km = 0.00792 Basic Freight = (0.00792x1200x800) = Rs.7,603.2 Total Charges = Rs. (1,500+1,500+7,603.2) = Rs.10,603.2</p>
8.0	PRICE VARIATION CLAUSE (PVC) FOR DIESEL
8.1	The reference diesel rate shall be the base diesel rate i.e. diesel rate prevailing on the date of technical bid opening. The rates of diesel will be calculated on the basis of the rates published in mypetrolprice.com website for Visakhapatnam.
8.2	<p>The rates will be revised once in a calendar month. Average diesel rate of previous month will be considered for calculating the rate of current month.</p> <p>Example: Rates of Diesel published from 1st to 31st of January will be considered as basis for determining PVC rates of February and so on.</p> <p>Diesel price shall be taken from below website. https://www.mypetrolprice.com/134/Diesel-price-in-Vizag</p>
8.3	The revised rate of PVC will be applicable based on date of dispatch.
8.4	<p>The basic freight rates i.e; Rate in Rs./KG/KM agreed between BHEL and the contractor will increase/decrease by 0.0003 paisa per kg per KM for every 10 paisa increase/ decrease in the rates of per Litre of diesel prevailing over the base rate.</p> <p>The increase/decrease in basic freight rates will be proportional when the increase/decrease of per Litre of diesel is less than 10 Paisa per litre.</p>
8.5	Only five decimal places will be considered i.e. in the revised rates anything less than 0.000005 Rupees per KG per km will be ignored and anything equal to or greater than 0.000005 will be rounded off to 0.00001 Rupees per KG per km.
9.0	EARNEST MONEY DEPOSIT (EMD)
9.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
9.2	EMD to be submitted is 2% of Estimated Value as per Annexure A
9.3	<p>The EMD may be accepted only in the following forms:</p> <ul style="list-style-type: none"> (i) Electronic Fund Transfer credited in BHEL account (before tender opening), (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
9.4	EMD by the Tenderer will be forfeited as per NIT conditions, if:
9.4.1	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.
9.4.2	The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
9.5	EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.
9.6	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
10.0	SECURITY DEPOSIT (SD)
10.1	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
10.2	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
10.3	The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

SIGNATURE & SEAL OF THE BIDDER

	<p>i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</p> <p>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)</p> <p>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)</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>
10.4	The EMD, security deposit or any other payment due to contractor shall not carry any interest.
10.5	<p>At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
10.6	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
10.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
10.8	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
10.9	BHEL, HPVP Visakhapatnam reserves 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 liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL, HPVP Visakhapatnam) or in the event of termination of contract as per terms and conditions of contract. BHEL, HPVP Visakhapatnam reserves the right to set off these security deposits against any claims of any other contract with BHEL, HPVP Visakhapatnam.
10.10	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
11.0	OFFER VALIDITY
11.1	The rates quoted shall be valid for a minimum period of 120 days from the technical bid opening date.
11.2	TENURE/TERM OF THE CONTRACT
	<ol style="list-style-type: none"> 1. The duration of the contract will be 2 years from date of award of contract by BHEL. 2. The rates should be firm for a period of 2 years from the date of award of the contract for execution of work. 3. Volume of business executed may increase/decrease over the awarded value during the contract period. It shall be binding on the respective transporters to work till the contract period is completed irrespective of the original awarded value under same rate, terms and conditions of NIT. If there is any increase in volume of business, revised work order for additional value will be issued with the approval of competent authority.
11.3	EXTENSION OF CONTRACT
	The contract may be extended at the option of BHEL for a period of 3 months on the existing terms and conditions in writing. Any further extension shall be with the consent of both the

SIGNATURE & SEAL OF THE BIDDER

	parties in writing. If extension work order (for period or volume of business) is issued, initial/main agreement will be existing as a valid document. Security Deposit to be submitted as per extended Work Order.	
12.0	BUSINESS DISTRIBUTION IN RATE CONTRACT	
12.1	Number of Contractors for every schedule will be as following:	
	Schedule	Number of Contractors
	Schedule 1 – Smalls & Part Loads	2
12.2	In Case, Rate contract is being finalized with only 1 bidder in schedule 1 or if no bidder accepts the counter-offered L1 price, then L1 bidder has to execute the full contract value.	
12.3	Business distribution shall be as below: For Schedule 1 - 67% for L1 Bidder 33% for L2 Bidder	
12.4	In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a Toss/Draw of Lots, in the presence of respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.	
	TRANSPORTATION PLANNING	
	WEIGHT	
13.0	WEIGHT MEASUREMENT	
13.1	Following will be considered for weight measurement: 01. Weight mentioned in Invoice/Packing List/GMS/Weigh Bridge Receipt(if available) will be considered for Dispatches in Smalls & Part Loads Schedule.	
13.2	In case number of packages of multiple LR's are loaded in a vehicle for outgoing dispatches, the weight shall be increased or decreased in same percentage ratio. Example: Number of LR's loaded in one vehicle is 10. Total weight as per Packing Lists is 2,000 kgs. Total weight as per Weighbridge (if available) is 2,500 kgs. % increase in weight = $(2500-2000)/2000 = 25\%$. Weight for each LR shall be increased by 25%.	
14.0	VOLUMETRIC CONVERSION FOR VOLUMINOUS CONSIGNMENTS	
	Dimensional weight is calculated as below: Dimensional weight in kg per package = Length x width x Height in cm/5000. Or 1 cubic meter = 200 kgs	
	DISTANCE	
15.0	ROUTE SURVEY AND FEASIBILITY STUDY	
15.1	It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.	
15.2	If Prior Route Survey, on case to case basis, is conducted by BHEL, HPVP Visakhapatnam on its cost by other agencies; the transporter has to necessarily follow the route as prescribed by BHEL, HPVP Visakhapatnam.	
15.3	The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation of the goods.	
15.4	If required by BHEL, HPVP Visakhapatnam, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL, HPVP Visakhapatnam.	

SIGNATURE & SEAL OF THE BIDDER

15.5	The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them except specially specified in Clause 6. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL, HPVP Visakhapatnam will not be liable for the same.	
16.0	ROUTE & DISTANCE	
	The shortest route as per the following websites will be considered in the following order: 1. maps.google.com (co.in), 2. mapmyindia.com (co.in), 3. maps.yahoo.com (co.in)	
16.1	In case the shortest route is not feasible and the feasible route distance is up to 110% of shortest route distance, the contractor should absorb the cost.	
16.2	In case the shortest route is not feasible and the feasible route distance is more than 110% of shortest route distance, then BHEL, HPVP Visakhapatnam distance committee consisting of members from Logistics/Stores, Commercial/Product Group & Finance shall finalize the alternate shortest feasible route and distance. Cost of additional distance beyond 110% of the original shortest route will be paid by BHEL.	
16.3	MINIMUM PAYABLE DISTANCE	
	If the distance calculated as per above is less than 300 km, minimum payable distance will be 300 km.	
17.0	SLABS FOR RATES	
	The rates are divided into three slabs based on the distance as following:	
	Sl	Slab
	1	0-500 kms
	2	501-1200 kms
	3	1201 kms & above
18.0	CLASSIFICATION OF LOADING/UNLOADING PLACE	
18.1	Loading/Unloading places/areas are classified into three zones.	
	CLASSIFICATION	Description
	X	50 kms radius of cities Visakhapatnam, Hyderabad, Delhi, Ahmedabad, Bangalore, Greater Mumbai, Pune, Chennai, Kolkata.
	Y	50 kms radius of cities Haridwar, Jagadishpur, Vijaywada, Warangal, Guntur, Nellore, Guwahati, Patna, Chandigarh, Durg Bhilai, Raipur, Rajkot, Jamnagar, Bhavnagar, Vadodara, Surat, Faridabad, Gurgaon, Shrinagar, Jammu, Jamshedpur, Dhanbad, Ranchi, Bokarao Steel City, Belgaum, Hubli-Dharwad, Mangalore, Mysore, Gulbarga, Kozhikhode, Kochi, Thiruvananthapuram, Thrissur, Mallapuram, Kannur, Kollam, Gwalior, Indore, Bhopal, Jabalpur, Ujjain, Amravati, Nagapur, Aurangabad, Nashik, Bhiwandi, Solapur, Kolhapur, Vasai-Virar City, Malegaon, Nanded-Waghala, Sangli, Cuttak, Bhubaneswar, Raurkela, Puducherry (Pondicherry), Amritsar, Jalandhar, Ludhiana, Bikaner, Jaipur, Jodhpur, Kota, Ajmer, Salem, Tirupur, Coimbatore, Trichy, Madurai, Erode, Moradabad, Meerut, Ghaziabad, Aligarh, Agra, Bareilly, Lucknow, Kanpur, Allahabad, Gorakhpur, Varanasi, Saharanpur, Noida, Firozabad, Jhansi, Dehradun, Asansol, Siliguri, Durgapur
	Z	Others
19.0	INDENT FOR DOOR COLLECTION	
19.1	Indent for Door Collections will be communicated to contractor through web-based system or e-mail. The Indent will be sent to e-mail id of local branch only and local branch should communicate the Indent to concerned branch with a copy to Indenter.	
19.2	Outgoing: The indent shall be given for vehicle requirement which includes unique indent number against each LR & packing list weight of the consignments. Unique indent No. should be provided for each LR. Indent can be given before or after the vehicle goes out (Limited to next working day) in order to accommodate dynamic requisitions.	

SIGNATURE & SEAL OF THE BIDDER

	<p>The Indent for Door Collections will include the weight, dimensions of the packages to be loaded, rate and distance.</p> <p>Incoming & Direct Dispatches: The Indent for Door Collections will include the weight, dimensions of the packages to be loaded, rate, distance and vehicle placement date.</p>		
19.3	In case indent for particular LR is not provided due to over sight, the same may be regularized by Manager/Logistics.		
19.4	Free Time for vehicle placement/collection of consignments is provided below.		
	Schedule	Classification of Loading/Unloading Place	Free Time (Working Days) for Door Collection
	Schedule I - Smalls/Part Load	X	2
		Y	2
		Z	3
20.0	CANCELLATION OF INDENT FOR DOOR COLLECTION		
	<p>Request for cancellation of indent for Door Collection may be communicated by Contractor to the Indenter and DGM/Logistics may consider the same on case to case basis. The main reasons may be:</p> <ul style="list-style-type: none"> • Hold on project • Problems in unloading • Enroute problems • Distance approval for the feasible route • Others 		
21.0	REJECTION OF INDENT		
	The contractor does not have the right to reject the indent. However, contractor may submit its request for cancellation of indent owing to justified reasons to indenter. DGM/Logistics may cancel the indent without penalty for non-Door Collection.		
22.0	DELAY IN DOOR COLLECTION		
	If the vehicle is not placed within free time as per Clause 19.4 and indent is not cancelled by BHEL, HPVP Visakhapatnam, penalty as per Clause 32 for delay in Door Collection will be applicable. However, vehicle entry date/placed date will be excluded for calculation of penalty for delay in placement.		
23.0	NON-DOOR COLLECTION		
	<p>If the goods/documents are not collected as per schedule of Door Collection as above, BHEL, HPVP Visakhapatnam reserves the right to short-close Indent and offer to other contractors at the L1 rate.</p> <p>If any of the contractors accepts the Indent at L1 rate, Non-Door Collection Penalty (as per Clause 32) along with penalty for delay in Door Collection will be recovered from transporter's running bills. From the date of short closure of indent, further delay in Door Collection penalty will not be applicable. In addition to non-Door Collection penalty, delay in Door Collection penalty will also be imposed.</p> <p>If the above method fails, Risk Purchase as per Clause 41.0 will be applied. From the date of application of Risk Purchase, no penalty for delay in Door Collection will be applied.</p>		
	TRANSPORTATION OPERATIONS		
24.0	MOBILIZATION		
	The transporter should inform the mobilization of vehicles by e-mail or updating the vehicle number & driver number in web-based system of BHEL, HPVP Visakhapatnam for door collection.		
25.0	ENTRY DOCUMENTATION		
25.1	<p>The Driver must have following documents along with him:</p> <ol style="list-style-type: none"> 1. Valid Driving License, 2. RC Copy, 3. Fitness Certificate, 4. Insurance certificate with validity up to expected date of delivery. 		
25.2	A scan copy of these documents shall be uploaded in the BHEL, HPVP Visakhapatnam's web-based system or a photocopy of these 4 documents shall be submitted to Loading Supervisor.		

SIGNATURE & SEAL OF THE BIDDER

25.3	It is the responsibility of contractor to obtain the following from Consignor/Loading place before leaving the premises of Consignor/Loading area: <ol style="list-style-type: none"> 1. Entry Date certification in LR 2. Exit Date certification in LR 3. Invoice & Packing List or Invoice-cum-Packing List 4. E-way Bill 5. Gate Pass if applicable
25.4	TAX INVOICE
	<p>a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items has to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.</p> <p>b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.</p> <p>c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Contractor should demand the relevant duty forms as applicable.</p>
26.1	RIGHT OF REJECTION OF BHEL, HPVP Visakhapatnam
	BHEL, HPVP Visakhapatnam / BHEL, HPVP Visakhapatnam's Vendor/ BHEL, HPVP Visakhapatnam's customer reserves the right to reject the vehicle for loading if in their opinion the vehicle is not safe for loading. No mobilization charges will be paid for such vehicles.
26.2	RIGHT OF REJECTION OF CONTRACTOR FOR PACKING
	The contractor has the right to reject the loading if the packaging is not safe for transportation. The transporter needs to submit the photographs of packages or certification from consignor. In such cases, BHEL, HPVP Visakhapatnam will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor.
26.3	RIGHT OF REJECTION OF CONTRACTOR FOR LOADING PATTERN
	The contractor has the right to reject the loading if the loading pattern is not safe for transportation. The transporter needs to submit the photographs of loading pattern. In such cases, BHEL, HPVP Visakhapatnam will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor.
27.0	LOADING & UNLOADING
27.1	LOADING AT CONSIGNOR'S PREMISES
	Consignor shall be responsible for loading of consignments at its premises. However, if BHEL, HPVP Visakhapatnam requests the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 6.5.
27.2	UNLOADING AT CONSIGNEE'S PREMISES
	Consignee shall be responsible for unloading of consignments at its premises. However, if BHEL, HPVP Visakhapatnam requests the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 6.5.
27.3	LOADING/UNLOADING ENROUTE
	Enroute loading & unloading at contractor's hubs/go-downs will be in the scope of contractor.
28.0	JOURNEY MANAGEMENT
28.1	The contractor shall have modernized system for tracking and informing status of the movement of consignments to / from BHEL, HPVP Visakhapatnam on a routine basis.
28.2	In case BHEL, HPVP Visakhapatnam provides GPS enabled tracking device along with consignment, then the Contractor will be responsible for safe custody and return of device to BHEL, HPVP Visakhapatnam in good working condition, as it was issued to him.
28.3	Contractor should confirm their acceptance to interact with BHEL, HPVP Visakhapatnam through Web/Internet on matters such as confirmation of Door Collections, delivery of consignment etc.,

SIGNATURE & SEAL OF THE BIDDER

	through existing systems and also those introduced by BHEL, HPVP Visakhapatnam during the contract period.		
28.4	The Contractors shall be bound to report movement progress of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode desired by BHEL.		
29.0	DELIVERY TIME IN RATE CONTRACTS		
29.1	Timely delivery of goods is the essence of the contract.		
29.2	The Delivery time shall be considered excluding date of dispatch and date of delivery.		
29.3	The Delivery time shall be considered from the date of dispatch to the stipulated date of delivery therefrom, as per clause 29.6 after allowing the due transit time, excluding date of dispatch and date of delivery.		
29.4	Date of delivery shall be reckoned as date of entry at consignee works.		
29.5	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.		
29.6	Delivery time = Transit time + 2 Days (1 day for pickup & 1 day for delivery). Transit time for Schedule 1 will be as following:		
	Sl	Slab	Transit Time (Schedule 1)
	1	For Distance up to 500 KMs	7 Days
	2	For Distance from 501 to 1000 KMs	10 Days
	3	For Distance from 1001 to 1500 KMs	15 Days
	4	For Distance from 1501 to 2500 KMs	20 Days
	5	For Distance beyond 2501 KMs	25 Days
30.0	ADDITIONAL TRANSIT TIME		
30.1	Additional transit time of 5 days shall be allowed over delivery time only for hilly region.		
30.2	For typical designs requiring slow movement in the interest of safety of the consignment, Logistics shall decide additional transit time in consultation with the concerned departments of BHEL, HPVP Visakhapatnam. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.		
30.3	Additional transit time other than above shall be allowed with the approval of DGM/Logistics based on the representation received from the Contractor on case-to-case basis.		
31.0	LASHING OF THE CONSIGNMENTS		
31.1	Lashing and securing of the consignments for transportation will be the responsibility of the Transporter. The Transporter should ensure that the lashing rope do not damage the surface of the materials.		
31.2	PROTECTION / SAFETY OF CONSIGNMENT		
	<p>The Contractor shall ensure: -</p> <p>a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.</p> <p>b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition.</p> <p>c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments.</p> <p>d) 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 Contractor.</p>		

SIGNATURE & SEAL OF THE BIDDER

	<p>e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.</p> <p>f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.</p> <p>g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.</p> <p>h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points.</p> <p>i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor 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.</p> <p>j) Where all measures have exhausted and still the consignment is held by the Contractor for a period of 3 months or more, material shall be reshipped to the Consignor, without waiting for instructions on freight "To Pay" basis. No demurrage shall be payable. In such cases, liability for to & fro freight will rest with BHEL.</p>
31.3	DAMAGE / LOSS
	<p>a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate to BHEL booking agency within 24 hours of damage with photographs. OR During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.</p> <p>b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents, BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.</p> <p>c) However, for consignment value below Rs.20,000/-, recovery will be made in full from the contractor. For consignment value above Rs.20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.</p> <p>d) In case of any visible damage/suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.</p> <p>e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.</p> <p>f) Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment enroute) shall also be submitted.</p> <p>g) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor.</p> <p>h) 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 deposit or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including delisting or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.</p>
32.0	PENALTY
32.1	PENALTY FOR DELAY IN DOOR COLLECTIONS

SIGNATURE & SEAL OF THE BIDDER

32.1.1	For delay in Door Collections after free time as per Clause 19.0, the penalty will be deducted automatically from the bills of the Contractor as per the following rate.	
	Schedule	Delay In Door Collection Penalty per day
	Schedule 1 – Smalls & Part Loads	2% of basic freight charges per day limited to max of 10% of basic freight charges.
32.1.2	<p>Example:</p> <p>Indent is given on 08.11.2025 for Schedule 1 i.e; Smalls & Part Loads</p> <p>Vehicle Placed on 13.11.2025</p> <p>Loading Place: BHEL, HPVP Visakhapatnam (Classified under City “X”)</p> <p>Free Time: 2 days</p> <p>Penalty for late door collection:</p> <p>08.11.2025 indent date is excluded,</p> <p>09.11.2025 Sunday being Holiday is excluded,</p> <p>Free Time: 10.11.2025 & 11.11.2025</p> <p>Penalty for 1 day: 12.11.2025</p> <p>Vehicle placed on 13.11.2025 which is excluded from penalty.</p> <p>So applicable penalty is for 1 day i.e; 2% of basic freight charges.</p> <p>Late door collection means late placement of vehicle.</p>	
32.1.3	Penalty for delay in Door Collection will be limited to maximum of 5 days. Cancellation, Non Door Collection or Risk Purchase Clause 44 shall be applied after 5 days excluding free time.	
32.2	PENALTY FOR NON-DOOR COLLECTION	
32.2.1	<p>If the consignment is not collected as per schedule of Door Collection Clause 19.0, BHEL, HPVP Visakhapatnam reserves the right to short-close the Indent and offer to other contractors at the L1 rate.</p> <p>In case any other contractor accepts the indent, in addition to penalty for delay in Door Collection, Penalty for Non-door collection shall be applicable which is mentioned below.</p>	
32.2.2	The Non-Door Collection penalty will be as below:	
	Category	Penalty For Non-Door Collection
	Schedule 1 – Smalls & Part Loads	15% on basic freight charges
32.2.3	<p>The Non-Door Collection Penalty shall be recovered from other running/pending bills/Security Deposit of the contractor.</p> <p>Non-Door Collection Penalty is calculated based on OBD/Packing List weight.</p>	
32.2.4	The indent for Door Collection should be considered for cancellation/short closure after 5 days excluding free time.	
32.2.5	<p>Example:</p> <p>Indent is given on 08.11.2025 for Schedule 1 i.e; Smalls & Part Loads</p> <p>Loading Place: BHEL, HPVP Visakhapatnam (Classified under City “X”)</p> <p>Vehicle not placed till 29.11.2025.</p> <p>Then, it is considered as Non-Door collection from Transporter.</p> <p>Indent Cancellation Date: 18.11.2025.</p> <p>Free Time: 2 days</p> <p>Maximum Penalty for delay in door collection is applicable for 5 days.</p> <p>08.11.2025 indent date is excluded,</p> <p>09.11.2025 Sunday is excluded,</p> <p>free time: 10.11.2025 & 11.11.2025 is excluded,</p> <p>Delay in Door Collection: 12.11.2025 to 29.11.2025(16.11.2025 being Sunday, due date falls on 29.11.2025 Monday) 5 Days</p> <p>Penalty for Delay in Door Collection: 10% of basic freight charges (2% of basic freight charges/day * 5 days).</p> <p>Non- Door Collection Penalty Charge is 15% of basic freight charges.</p> <p>Total Penalty = Delay in Door Collection Penalty + Non-door Collection Penalty=25% of basic freight charges.</p>	

SIGNATURE & SEAL OF THE BIDDER

32.3	PENALTY FOR LATE DELIVERY
32.3.1	For All schedules, If consignments are not delivered within delivery time defined under clauses 29 & 30, penalty @ 2.0% of basic freight charges per day delay shall be levied subject to a maximum of 10% of basic freight charges.
32.3.2	No penalty will be applicable up to handing over of consignee copy to contractor in case of delivery of Self and Delivery Against Consignee Copy. Consignments against self and Delivery Against Consignee Copy shall be delivered within 3 working days.
32.4	PENALTY FOR NOT UPDATING/UPLOADING DATA IN BHEL ONLINE SYSTEM
	Whenever BHEL makes it mandatory for all the contractors to upload/update data in BHEL online system, the contractor should comply with it. Otherwise, penalty @ Rs.500/- per indent will be levied for non-uploading/non-updating data in BHEL online system.
33.0	HIRING OF SERVICES
33.1	It is preferred that contractor places his own vehicles for transportation.
33.2	Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted.
33.3	In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only.
33.4	Hiring of other peripheral services such as GPS tracking /civil work/loading /unloading is permitted.
34.0	CONSIGNMENT NOTE/LR CERTIFICATION
	The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the Contractor at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer. I) Registration No. of the vehicle, ii) No. of the packing cases or liquid quantity in KL, iii) Name & address of the consignor and consignee with specific destination, iv). Description of the consignments with BHEL, HPVP Visakhapatnam Purchase Order (PO) or Sale Order reference as applicable. V). GST Invoice Number or the exemption certificate reference. Vi) Reference to all other relevant information of Dispatch Advice Note, and Way Bill/Manual Permit/Online Permit etc., as applicable from time to time.
35.0	ENROUTE DOCUMENTS AND EXPENSES
35.1	While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained enroute for want of these documents. The <ul style="list-style-type: none"> iv. GST Invoice/To Whom So Ever Letter v. E-Way bill/Road permit, as applicable vi. Consignee Copy of LR for door delivery The Contractor shall be responsible for delivering the above documents to the consignee.
35.2	Any expenses incurred and detention on this account will be at the risk and cost of the Contractors except charges mentioned in Clause 6.
35.3	The contractor shall be responsible for collecting all the documents in line with prevailing regulatory requirement of the government agencies. BHEL shall be responsible for the facts & figures stated in the documents handed over to contractor. If a consignment is detained enroute by the authorities due to non-carrying of documents and penalty/delay, if any, are imposed; such payment will have to be borne by the Contractor and consignment got released and delivered in time. However, if the consignment is detained enroute owing to facts/figures stated in the provided documents; BHEL shall be responsible for such delay/penalty. For example: For the movement of goods from consignor works, it is regulatory requirement to carry the invoice/Not for Sale letter along with goods. It will be the responsibility of contractor to collect the invoice. Any penalty/detention of vehicle on account of non-collection of invoice will be in scope of contractor. However, owing to facts/figures stated in invoice; the responsibility of penalty/delay will be to BHEL account.
35.4	At the time of booking, the Contractor should collect all the documents required such as loading advise slip, E-way Bill, GST Invoice/Not for Sale Certificate, forwarding notes/challans with

SIGNATURE & SEAL OF THE BIDDER

	description of goods and value etc., for payment of octroi charges and ensure safe transportation and easy identification at the time of delivery. Any loss on account of this will be recovered from the contractor.
36.0	DELIVERY & ACKNOWLEDGEMENT
	The Contractor shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature & seal of consignee's representative receiving the material duly specifying in and out date of the vehicle.
37.0	SAFETY OF CONTRACTOR'S WORKMEN
	<p>The Contractor shall have to indemnify BHEL, HPVP Visakhapatnam against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL, HPVP Visakhapatnam premises or anywhere enroute.</p> <p>All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labor (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc., or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Laborers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.</p> <p>The Contractor shall be bound to indemnify BHEL, HPVP Visakhapatnam against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.</p>
38.0	CONTRACTOR'S OBLIGATIONS
	<ol style="list-style-type: none"> The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises. The Contractor 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. <p>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.</p>
39.0	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.
40.0	INSURANCE
40.1	The contractor is responsible for safe delivery of consignments at the destination. Though BHEL, HPVP Visakhapatnam/ CUSTOMER shall arrange insurance of the consignment, the contractor will

SIGNATURE & SEAL OF THE BIDDER

	be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL, HPVP Visakhapatnam in case of damage / loss and also the contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.
40.2	The Contract as entered into between BHEL, HPVP Visakhapatnam and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon contractor.
40.3	All accidents at any point shall be reported immediately to BHEL, HPVP Visakhapatnam in writing through e-mail.
40.4	<p>In case of accident, the Contractor is bound by this contract to submit the following documents within time specified in each case by BHEL:</p> <ol style="list-style-type: none"> 1. RC copy, 2. Insurance Certificate of vehicle with validity, 3. Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy, 6. Maintenance certificate for puller (Case specific), 7. Damage/Open delivery Certificate (Original), 8. LR copy (including remarks, if any), 9. Driver's statement Original as per BHEL Format, 10. FIR Copy, 11. Any other documents if required by Insurance Agency. <p>Transshipment in such case shall be allowed without penalty after completing all necessary formalities by concerned BHEL, HPVP Visakhapatnam officials.</p>
40.5	<p>Based on Insurance Surveyor Report, the Insurance cases will be divided into two categories:</p> <ol style="list-style-type: none"> 1. Fault of transporter/contractor mentioned in Insurance Surveyor report 2. No fault of transporter/contractor mentioned in Insurance Surveyor report <p>Case 1: Fault of transporter mentioned in the Insurance Surveyor Report: The process will be as below:</p> <p>A. No admission of Claim: If the insurance agency does not admit the claim owing to fault of transporter, the claim will be lodged on transporter and the amount will be recovered from transporter. No freight payment up to accident place will be made.</p> <p>B. Under settlement of claim: If the claim is under settled due to non-submission of documents by the transporter, under settled amount by insurance company will be recovered from transporter. No freight payment up to accident place will be made.</p> <p>Case 2: No Fault of transporter mentioned in the Insurance Surveyor Report: No Recovery from transporter provided there is no fault of transporter. No freight payment up to accident place will be made.</p> <p>Note: In other damage cases, no recovery will be made. No freight payment up to accident place will be made. In case of shortage, freight payment will be made by deducting amount pertaining to shortages.</p>
40.6	No payment for transportation from consignor place to place of accident will be made. Payment for transportation from accident place to place of unloading (whether back to consignor or consignee) will be made.
40.7	A monthly report should be submitted by contractor for all the cases of damages with Open Delivery Certificates for each LR.
40.8	INSURANCE COVERAGE AND CLAIM
	<ol style="list-style-type: none"> a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third party damages as per the Motor Vehicles Act, 1988. b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments. c) Transit Insurance Responsibility as mentioned in 40.8 a) as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
41.0	PAYMENT
41.1	Mode of Payment

SIGNATURE & SEAL OF THE BIDDER

	To Pay Basis: To be paid by BHEL, HPVP Visakhapatnam's customer/Vendor	
	To be billed: To be paid by BHEL, HPVP Visakhapatnam	
41.2	Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 45 days (for MSE), 60 days (for Medium Enterprises) and 90 days (for Large Enterprises) from the date of submission of the bill in triplicate along with necessary documentation as below. In case, all the documents are not submitted along with the bill, the payment may be delayed.	
41.3	<p>For the consignments booked on "To Pay" basis, where the Contractor has to realize payment from the BHEL, HPVP Visakhapatnam's Customer/Vendor and the BHEL, HPVP Visakhapatnam's customer/Vendor does not make the payment, then BHEL, HPVP Visakhapatnam will accept the freight bills subject to either one of the following:</p> <p>i. Submission of Non-Payment Certificate issued by BHEL, HPVP Visakhapatnam's Customer/Vendor to the Contractor.</p> <p>ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product, commercial/purchase group.</p>	
41.4	A registered person supplying taxable services shall before or after completion of service but within a prescribed period, issue an invoice showing description, value etc., as prescribed. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, any interest or penalty on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, GST input credit is denied/reversed on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills along with interest/penalty levied.	
41.5	Notwithstanding anything to the contrary contained in any other document comprising of the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.	
42.0	FORMAT OF FREIGHT BILL	
	The freight bills should be submitted as per the format specified by BHEL. The format will be provided to contractors.	
42.1	DOCUMENTATION FOR FREIGHT BILLS	
	The freight bills should be submitted with following supporting documents:	
	1. Indent/Door Collection e-mail	2. LR with delivery acknowledgement
	3. Weigh bridge weightment certificate(if applicable).	
	4. E Way bill (Final) to be enclosed with freight bill.	
	5. 3 copies of Tax invoice (Format enclosed)	6. 2 copies of RTGS Forms
42.2	If Document 2 i.e. Original LR is kept by the site & delivery acknowledgement is provided on the photocopy of the LR, it will be considered as valid document. In case, the Original LR with delivery acknowledgement is lost by the transporter, contractor has to submit the indemnity bond as per the format of BHEL. For Submitting Indemnity Bond, non-judicial stamp paper shall be Rs.100/- if invoice value is less than 2.0 Lakhs and Rs.200/- if invoice value is more than 2.0Lakhs.	
42.3	If Document 1 i.e. Indent copy is not available with transporter/Logistics-Shipping, the same may be certified by Manager/Logistics with confirmation of delay in vehicle placement in e-mail/back of LR for all dispatches. It will be considered as valid document.	
43.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LRs, BILLS	
43.1	During the processing of the bills or at any time, if BHEL, HPVP Visakhapatnam finds that Contractor has breached the terms and conditions of the contract, tampered the LRs, Bills, permission letters, indulged in any malpractices & irregularities etc., then BHEL, HPVP Visakhapatnam will forfeit all such bills claimed by the Contractor to the extent of that	

SIGNATURE & SEAL OF THE BIDDER

	consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.
43.2	Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL, HPVP Visakhapatnam will recover the penalty amount as per Clause 32 for delay in delivery of the consignments from other pending bills/security deposits of the Contractor available with BHEL, HPVP Visakhapatnam or through appropriate legal recourse.
44.0	RISK PURCHASE
44.1	BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, along with 5% incidental charges on new freight charges, extra cost incurred over and above existing freight charges and RTA Challans will be recovered from the defaulting contractor from contractor's running bills/SD or from bills available in any other units of BHEL.
44.2	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, along with 5% incidental charges on new freight charges, extra cost incurred over and above existing freight charges and RTA Challans will be recovered from the defaulting contractor from contractor's running bills/SD or from bills available in any other units of BHEL.
45.0	RIGHTS
45.1	BHEL reserves the right to 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.
45.2	BHEL reserves the right to reject conditional tenders, tenders that are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
45.3	BHEL reserves the right to evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
45.4	BHEL reserves the right to cancel/terminate the work-order/contract at any time during its currency without assigning any reasons whatsoever.
45.5	BHEL reserves the right to short close tender, or any part of the tender, without assigning any reasons thereof.
45.6	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
45.7	In the event of any successful Tenderer's failure to fulfill any of the tender/ Contractual obligations including non-lifting of consignment(s) as per Contract /Agreement, BHEL reserves the right to entrust the job to alternate Transport Carrier and additional expenditure if any including consequential cost viz., demurrage etc., shall be recovered from the defaulted Tenderer. The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.
45.8	All amounts including the losses/damages/penalties/compensation and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments due to the Contractor either under the contract or any other contracts or from Security Deposit or from both. In case, this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India.
45.9	It may be noted that as despatches have to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the

SIGNATURE & SEAL OF THE BIDDER

	responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicle placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
45.10	It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific Loading capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
45.11	The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.
45.12	BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedy to proceed against the Contractor.
45.13	Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
46.0	FORCE MAJEURE
46.1	<p>a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; iii. epidemics, quarantine, and plague; iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster. <p>b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <ul style="list-style-type: none"> i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure. ii. 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 fulfil its or their obligations under the Contract. iii. No delay or non-performance by either party hereto caused by the force majeure shall (a) constitute a default or breach of the Contract; or (b) give rise to any claim for damages or additional cost or expenses occasioned thereby. iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
47.0	BHEL's FRAUD PREVENTION POLICY

SIGNATURE & SEAL OF THE BIDDER

	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
48.0	BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS
	Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".
49.0	INTEGRITY PACT
	Integrity pact will form the part of NIT as the estimated value of the tender is Rs.26,35,00,000/-. The contractor will have to submit duly signed integrity pact.
50.0	INDEMNITY
	<ul style="list-style-type: none"> a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites. b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents. c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto. d) The Contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes. e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance related to freight billing.
51.0	STATUTORY OBLIGATIONS OF CONTRACTOR
	<ul style="list-style-type: none"> a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account. b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
52.0	TERMINATION
	<ul style="list-style-type: none"> a) Termination for BHEL's Convenience: <ul style="list-style-type: none"> 01. BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause. 02. 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. 03. In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination; b) Termination for Contractor's Default: <ul style="list-style-type: none"> 01. BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor: <ul style="list-style-type: none"> (i) 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

SIGNATURE & SEAL OF THE BIDDER

	<p>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</p> <p>(ii) If the Contractor has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed; and</p> <p>(iii) If the Contractor has persistently failed to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</p> <p>then, BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>02. Upon receipt of the notice of termination under this sub-clause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>03. In the event of termination of the Contract under this clause, the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>c) Termination by Contractor:</p> <p>01. If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled to terminate the Contract.</p> <p>02. In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination.</p>
53.0	<u>ASSIGNMENT</u>
	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
54.0	<u>ARBITRATION & CONCILIATION</u>
	<p>In case the parties are unable to reach to any amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise), then, either party may, commence arbitration in accordance with the arbitration rules of the arbitral institution for adjudication by Sole Arbitrator to be appointed by International Arbitration and Mediation Centre (IAMC) Hyderabad.</p> <p>a) 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 IAMC.</p> <p>b) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the IAMC and it shall be adjudicated in accordance with the IAMC Rules of Arbitration. 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. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>c) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution, IAMC.</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>d) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL. The cost and expenses pertaining to the Arbitration shall be governed by the IAMC Rules.</p> <p>e) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>f) Notwithstanding the existence of 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.</p> <p>g) 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.</p> <p>h) In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party.</p> <p>Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clauses (g) & (h) above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
55.0	RESOLUTION OF DISPUTES
	<p>a) 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.</p> <p>b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>c) In case the parties are unable to reach to any amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>d) 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 arbitral institution.</p>

SIGNATURE & SEAL OF THE BIDDER

	<p>e) 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 said arbitral institution. 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.</p> <p>f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p> <p>h) 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.</p> <p>i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>j) Notwithstanding the existence of 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.</p> <p>k) 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.</p>
56.0	JURISDICTION
	<p>This contract shall be governed by the Law for the time being in force in the Republic of India. Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p>

SIGNATURE & SEAL OF THE BIDDER

SPECIAL CONDITIONS OF CONTRACT(SCC)

1.0	CANCELLATION CHARGES		
1.1	BHEL reserves the right to reject the vehicle for door collection, the driver and crew of the vehicle, if not found fit to BHEL’s satisfaction. However, it does not absolve the duty of contractor to place suitable vehicle. In case BHEL exercises the right of rejection of vehicle as defined above, CANCELLATION charges will NOT be paid.		
1.2	In case the vehicle has to be withdrawn i.e. without load after the reporting of the vehicle, due to reasons attributing to the BHEL/BHEL’s Vendor/BHEL’s Customer, CANCELLATION charges in addition to applicable detention charges will be paid as follows		
	Schedule	CANCELLATION Charges in Rs.	
	Schedule 1– Smalls & Part Loads	500	
2.0	DETENTION CHARGES		
2.1	Detention charges shall be paid when the contractor’s vehicle is delayed or detained on the premises of consignor, consignee owing to reasons attributable to BHEL/BHEL’s vendor/BHEL’s customer. In case vehicle is detained due to the reasons attributable to BHEL in such case BHEL shall pay only the detention charges. In other words, BHEL shall not pay any other charges or claims whatsoever raised by transporter under different heads such as loss of business, Labor charges, Idle charges, Halting charges, permission charges etc., However if vehicle is detained by RTO, EXCISE department, any state/central government official or by any statutory authorities in such case BHEL shall not pay any detention charges, unless it is proved that the vehicle is detained for lapses on part of BHEL and penalty is imposed on BHEL by statutory authorities wherein such cases BHEL will pay the detention charges.		
2.2	<p>a) Detention charges shall be paid extra for the period beyond free period as determined by the SCC. Detention charges shall be payable as provided in the SCC if the vehicles are not loaded / unloaded / released within the stipulated time.</p> <p>b) For dispatches from BHEL or from any other area, IN and EXIT dates will be taken for calculation of detention. Both IN and EXIT dates will not be counted for calculation of detention. Detention Charges are calculated by excluding free time, entry date & exit date of vehicle at Source & Destination.</p> <p>c) Loading & Unloading within BHEL premises will be made only if the Contractor’s representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor’s representative, the period so lost shall not be considered for detention charges.</p> <p>d) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.</p> <p>e) Detention charges at BHEL premises shall be payable upon certification of an Executive not below the rank of Manager of the user agencies (Logistics / MM etc.,). Detention charges at unloading points i.e; at Sites shall be paid based on the Gate Entry at Site /Any site personnel – with signature & official seal. In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site, in such case, the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of Manager of commercial/Logistics. Wherever GPS is not mandatory, then the date of reporting at Site will be based on certification by Manager of Commercial/Logistics.</p>		
2.3	Free time at loading point, unloading point and Detention charges will be as below		
	Sl	Category	
			Free time at Loading Point (No. of Days)
			Free time at Unloading Point (No. of Days)
	1	Schedule 1 – Smalls & Part Loads	1
			2
2.4	Detention Charges after free period will be paid as below:		
	Category	Detention Charges in Rs. per day	

SIGNATURE & SEAL OF THE BIDDER

	Schedule 1 – Smalls & Part Loads	600
2.5	<p>BHEL or any other Area as loading/unloading Point: Both IN and EXIT dates will not be counted for calculation of detention.</p> <p>For example:</p> <p>Date of entry or reporting of Vehicle at BHEL, HPVP Visakhapatnam: 03.11.2025</p> <p>Date of exit: 08.11.2025</p> <p>Free Time to load: 1 Day i.e. 04.11.2025</p> <p>Detention applicable: 05.11.2025 to 07.11.2025 i.e. 3 Days</p> <p>Detention Charges: 3 days x Rs.600 per day = Rs.1,800/-</p>	
2.6	Transporter should obtain the reporting date and loading/unloading dates signed & stamped by the BHEL/ BHEL's Vendor/ BHEL's Customer on LR.	
2.7	No detention charges at unloading point, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.	
2.8	Regarding detentions owing to statutory authorities, where BHEL/BHEL's Vendor/BHEL's customer is not the reason for detention, they will be dealt as FORCE MAJEURE conditions and delivery time will be extended on case to case basis.	
3.0	STORAGE CHARGES	
3.1	Under any circumstances, the Contractor shall not auction any consignments belonging to BHEL.	
3.2	The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired go-down in the following cases. Contractor shall be responsible for safe conditions of consignments.	
3.3	Refusal of the consignee to accept the goods	
3.4	Labour Strike at Consignee's workplace	
3.5	Request from BHEL for storage of the goods	
3.6	After free period of 60 days, Storage Charges will be paid as per the following table:	
	Sno.	Demurrage/Storage/Godown charges
	1	2 Paisa per KG per Day
		Validity Period
		Valid from 61 st day to 365 th day
3.7	For payment of Storage Charges beyond 365 days, DGM/Logistics approval is required on case to case basis.	
4.0	LOADING/UNLOADING CHARGES	
4.1	Loading/Unloading charges at consignor or consignee place will be payable.	
4.2	Loading/unloading charges shall be applicable wherever loading/unloading is done by the contractor, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor. The contractor shall get consignor/ consignee's endorsement for the loading/unloading activities at site. Loading/unloading charges will be as per below:	
4.3	Sno	Schedule
	1	Schedule 1- Smalls & Part Loads
		Charges (In Rupees)
		1,000 per loading/unloading per LR
5.0	PAYMENT FOR HILLY REGION	
	<p>For Schedule 1, for journey to/via/from Hilly Region, an additional 10% freight over & above the basic freight for the total journey shall be paid.</p> <p>For schedule 1, additional 10% door collection charges will be paid if door collection is from Hilly Region/Ports (Air or Sea).</p> <p>For schedule 1, additional 10% door delivery charges will be paid if door delivery is in Hilly region/Ports (Air or Sea).</p> <p>Door collection/Door delivery from/to hilly region/Ports (Air or Sea) will be as per Clause 6.5.3 of CTCC.</p>	

SIGNATURE & SEAL OF THE BIDDER

SCHEDULE & CATEGORIES:

Schedule 1 – Smalls & Part Loads is covered in this contract. If Vehicle is placed for one or more consignments having Cumulative weight less than 10kg, then minimum payment will be made for 10 kg for schedule 1. Above 10 Kg, payment will be made on actual weight or volumetric weight, whichever is higher. Actual Weight will be as per Clause 13.0 of CTCC. Volumetric Weight will be calculated as per dimensions mentioned in OBD/Packing List in line with Clause 14.0 of CTCC.

Schedule 1: Smalls & Part Loads: Following three Categories are covered in Schedule 1.

1.1. Category 1:

Consignments having total gross weight up to 100 kg are covered under Category 1.

Consignments having following dimensions are covered under Category 1: Length up to 4,500 mm, Width up to 1,800 mm & Height up to 1,800 mm.

Maximum payment will be limited to 100 kg in this category based on weight. Whereas maximum payment will be limited to 2,916 kg in this category based on volumetric weight.

1.2. Category 2:

Consignments having total gross weight from 101 kg to 1000 kg are covered under Category 2.

Consignments having following dimensions are covered under Category 2: Length up to 4,500 mm, Width up to 1,800 mm & Height up to 1,800 mm.

Maximum payment will be limited to 1000 kg in this category based on weight. Whereas maximum payment will be limited to 2,916 kg in this category based on volumetric weight.

1.3. Category 3:

Consignments having total gross weight from 1,001 kg to 3,000 kg are covered under Category 3.

Consignments having following dimensions are covered under Category 3: Length up to 6,000 mm, Width up to 1,800 mm & Height up to 2,000 mm.

Maximum payment will be limited to 3,000 kg in this category based on weight. Whereas maximum payment will be limited to 4,320 kg in this category based on volumetric weight.

SIGNATURE & SEAL OF THE BIDDER

Format – I

Tender Ref.: OS/VTC/2025-27/121/76 Dt:29.11.2025

Declaration for opening of branch

Name of the Bidder:

I am working as _____ in M/s. _____, i.e. the bidder herein confirm that up on award of contract, we will open the branch within 40 kms radius from BHEL, HPVP Visakhapatnam within 15 days of award of contract.

SIGNATURE & SEAL OF THE BIDDER

Format – II**Transporters Name**

Address of Office

TAX INVOICE**(For all Schedules of VTC 2025-27 except Smalls & Part Loads)**

Invoice No: xxxxx

Invoice Date: xx.xx.xxxx

GSTN No		SAC Code	996791	State		State Code	
RCM Applicability							

Details of Receiver/Billed to	BHEL, HPVP Visakhapatnam AP - 530012						
GSTN NO	37AAACB4146P7Z8	State	Andhra Pradesh	State Code	37		

From (City Name only)		To (City Name Only)	
Consignor's Address		Consignee Address	
PO No./Sale Order No.		C Note Nos./LA Nos.	
LR Nos.& Date		Indent Date	
Date of Loading		Date of Delivery	
Loading Vehicle No.		Unloading Vehicle No.	
Size of main consignment - Weight/Length/Width/Height		Indent No.	

Rate Schedule		Category		Distance	
Unit Rate/MT/KM		Weigh Bridge Wt/Inv. Wt/Packing Wt.			

Contract Ref.: VTC 2025-27		Reason for Charges	Taxable Value						Total
			CGST		SGST		IGST		
			Rate	Amount	Rate	Amount	Rate	Amount	
Basic Freight (Rs)									
Detention Charges (Rs)									
Addl Charges 1 (Rs)									
Addl Charges 2 (Rs)									
Any Other charges (Rs)									
Total									

Total Invoice Amount in Words :	Total Amount Before Tax	
	Add: CGST 6%	
	Add: SGST 6%	
	Add: IGST	
	Tax Amount: GST	
	Total Amount After Tax	
	GST Payable on RCM	

Bank Details: Bank Name: Account No: IFSC Code: Beneficiary Name: Branch Address: Bank Details:	Certified that the particulars given are true and correct Authorized Signatory & Seal
--	--

SIGNATURE & SEAL OF THE BIDDER

Transporters Name
Address of Office
TAX INVOICE
(For Smalls and Part Loads only of VTC 2025-27)

Invoice No: xxxxx

Invoice Date: xx.xx.xxxx

GSTN No		SAC Code	996791	State		State Code	
---------	--	----------	--------	-------	--	------------	--

Billed to	BHEL, HPVP Visakhapatnam, AP - 530012					
GSTN NO	37AAACB4146P7Z8	State	Andhra Pradesh	State Code	37	

Type of Consignment	OUTGOING/INCOMING/ANY WHERE				
From (City Name only)		To (City Name Only)			
Consignor's Address		Consignee Address			
PO No./Sale Order No.		C Note Nos./LA Nos.			
LR Nos.& Date		Indent No & Date			
Date of Loading		Date of Delivery			
Delivery time as per contract in days		Actual delivery time In days			
Delay in days if any		Region		PLANE/HILLY	

Weight		Distance		PVC Rate	
--------	--	----------	--	----------	--

Basic Freight (Rs)		
Additional charge		
Door Collection Charges		
Door Delivery Charges		
Late collection penalty		
Late delivery Penalty		
Total Freight		

Bank Details: Bank Name: Account No: IFSC Code: Beneficiary Name: Branch Address: Bank Details:	Certified that the particulars given are true and correct Authorized Signatory & Seal
--	--

SIGNATURE & SEAL OF THE BIDDER

INTEGRITY PACT (AGREEMENT FORMAT)

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 " 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

..... 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)/ .

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder(s):

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

2.1.1 The Bidder(s) 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) 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) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(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) 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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 Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 -Equal treatment of all Bidders

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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s)..

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

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 on receipt of any complaint by them from the bidder(s)..

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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

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

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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract. .

Ramesh

For & On behalf of the Principal
एस.एन.वि.एस.रमेश / S.N.V.S. RAMESH
(Office Seal)
उप महा प्रबन्धक (वाणिज्य, ओ एस & लोजिस्टिक्स)

Dy. General Manager (Comm., OS & Logistics)

बीएचईएल-एचपीवीपी/BHEL-HPVP

विशाखपट्टणम/VISAKHAPATNAM-530 012

Place-----

Date-----

For & On behalf of the Bidder
(Office Seal)

Place-----

Date-----

Witness:.....

D. Gowri Sankar

D. GOWRI SANKAR

Sr. Manager (OS)

(Name & Address)

Enarat Heavy Electricals Ltd.

HPVP, VSP-530 012

Witness:.....

(Name & Address).....