பாரத் ஹெவி எலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(இந்திய அரசு நிறுவனம் / भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281
(பிஹெச்இஎல் திருச்சிராப்பள்ளி / बीएचईएल तिरुच्चिराप्पल्लि / BHEL Tiruchirappalli)
फोन /Phone : 0431-2571519 / 8187 | ईमेल /Email : umashankarm@bhel.in

NOTICE INVITING e-TENDER (NIT)

e-Tenders are hereby invited for **Transportation of consignments from Pune to various BHEL Project Sites by engaging Long Bed Mechanical Vehicles.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through NIC Portal.

SL	Description	Details
1	Location of Work	BHEL Trichy, Tamil Nadu - 620014
2	Period of contract	**One Year** from the date of award of contract.
3	Approximate Weight (MT)	**As per Price - Work / Rate Schedule**
4	Splitting of Work	Applicable. Two (2) Transporters will be engaged for each rate schedule. Split ratio will be 60%:40%
5	Criteria for Award of Work	Individual Rate Schedule wise bid will be evaluated and awarded.
6	Earnest Money Deposit (EMD)	**Not Applicable**
7	Security Deposit (SD)	**5% of the Order Value.**
8	For Obtaining MSE benefits in Payment terms and allocation of works / contract	MSE (**Micro and Small Enterprises only**) By submitting only Udyam Registration certificate or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation. Notes for MSE Bidders " As per the Ministry of MSME vide S.O. 4926 (E) dated October 18, 2022, in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of category it was in before the re-classification, for a period of three years from the date of the such upward change."
9	Benefits to Start-up companies	Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, Start-Up certificates in the relevant field, issued by department of industrial policy and promotion shall be submitted along with the tender.
10	**Price Bid**	As per NIC Portal BOQ.
11	Contact details for queries **related to Scope of Work / Material readiness / technical specifications**	**B Karthickeyan / Sr. Manager / Logistics** **e-mail : bkarthickeyan@bhel.in / Ph: 0431 257 6561**
12	Contact details for queries related to tender	M Umashankar, Sr.Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in Anjan Pachauri, Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in
13	Reverse Auction	**Not Applicable**, Contract will be finalized through Price Bid.

14	Payment terms	Refer clause 9 of Buyer Added Bid Specific Additional Terms & Conditions (ATC) Section-J-1
15	Liquidated damages (LD)/ penalty:	Refer clause 18 of Buyer Added Bid Specific Additional Terms & Conditions (ATC) Section-J-1
16	Last date of receipt of filled-in Tender / Offer	**10.30 A.M. on 28.10.2026** Online bid opening through NIC Portal i.e. https://eprocurebhel.co.in
17	Date, Time & Place of opening of Techno-Commercial & Price Bid (Single Packed Bid System in NIC Portal)	**02.30 P.M. on 28.10.2026** Online bid opening through NIC Portal https://eprocurebhel.co.in
Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected		

The tender documents comprise the following: -

1) This Covering letter
2) Section-J-1: Buyer Added Bid Specific Additional Terms & Conditions (ATC)
3) Section-J-2: General Conditions of Contract (GCC)
4) Section-J-3: Special Conditions of the Contract (SCC)
5) Annexure-P1: Price bid proforma

Tender can be cancelled at any stage due to unavoidable circumstances. Please note that this is only a request for an Offer and not a Contract.

Thanking you,

For **Bharat Heavy Electricals Limited**

Anjan Pachauri
Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

SECTION- J-1

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

SL	Clause
1	**PRE QUALIFICATION CRITERIA:**
1.1	**TECHNICAL:**
1.1.1	**ORGANIZATION/FIRM REGISTRATION** Only registered / licensed companies / firms / proprietors / partnerships, will be eligible for participating in this Tendering Process. Wherever "Companies Act 1956"is applicable the Company shall be registered in line with "Companies Act 1956". **Documents to be submitted:** The details of the registration Documents to be submitted are below: - **SL** / **Type of Organization** / **Documents to be submitted** 1 / Sole Proprietorship / Trade License / GST registration / Auditor's letter / PAN 2 / Partnership / Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN 3 / Unregistered Partnership / Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN 4 / Private Limited Company / Certificate of Incorporation / Memorandum of Association & Articles of Association 5 / Public Limited Company / Certificate of Incorporation / Memorandum of Association & Articles of Association 6 / Public Sector / Govt. org. / Certificate of Incorporation / Memorandum of Association & Articles of Association **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. **GST registration Number:** The bidder should have registered with GST, and the copy of GST certificate shall be enclosed. **UDYAM Registration Certificate:** If the bidder is a MSE Bidder, then UDYAM Registration Certificate shall be enclosed.
1.1.2	**IBA APPROVAL (Exempted for Start-up Firms)** The bidder must possess a valid IBA recommendation number **as of the date of tender opening**. Bidders who have recently applied for, but not yet received, an IBA recommendation number are ineligible to participate in this tender process. If an existing IBA approval has expired, provided the expiration is not more than three months prior to the tender opening date and the bidder has applied for its renewal, such carriers will also be considered for evaluation, subject to submitting documentary proof of the renewal application to the IBA. Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA. In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit on such carriers will be initiated. IBA Certificate will be exempted for start-up firms.

SL	Clause
1.1.3	**REGISTRATION UNDER CARRIAGE BY ROAD ACT 2007** The Bidder should have CERTIFICATE OF REGISTRATION [Rule 5 (1)] as per Section 3 of the Carriage by Road Act 2007. (a) Copy of currently valid registration certificate shall be enclosed along with techno commercial bid.
1.1.4	Sign and sealed this Tender Document in all pages or digitally sign on First Page.
1.1.5	All Annexures (Annexure- 1 to 19, whichever applicable) duly filled, Signed & seal by bidder's Authorized signatory on bidder's letter head.
1.2	**FINANCIAL:**
	Not Applicable
1.3	**SUBMISSION OF INTEGRITY PACT DULY SIGNED - Not Applicable**
1.4	Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.
1.5	Customer Approval (if Required). **Not Applicable**
	Explanatory Notes for the PQR:
ii	Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover PQR – 1.2 above along with all annexures.
iii	In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
iv	If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant.
v	Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.
vi	~~Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.5~~
	Note: Participating bidders in this Tender can view each other's Technical documents.
2	**SCOPE OF WORK:**
	1. **Scope of Work** Transportation of consignments from Pune to various BHEL Project Sites by engaging Long Bed Mechanical Vehicles. Site wise tonnage breakup is given below: -

SL	Vendor	Project	Distance for freight payment (km)	Approx. Quantity (MT)
1	BAJAJ	Raigarh	1130	82.50
2	HALLMARK	Raigarh	1247	94.50
3	BAJAJ	Raipur	897	169.50
4	HALLMARK	Raipur	1069	103.50
			Total	**450.00**
1	BAJAJ	Anuppur	1119	79.50
2	BAJAJ	Mirzapur	1253	209.50
3	HALLMARK	Mirzapur 1	1426	430.50
4	HALLMARK	Mirzapur 2	1426	430.50
			Total	**1150.00**

Details of the Vendor (Loading Point) is given below: -

Sl. No	Vendor Name	Place	Address
1	**Bajaj** Power Equipments Private Limited	Pune	Survey No: 227/3 Nimblak By-Pass, MIDC, Ahilyanagar, Maharashtra – 414111
2	**Hallmark** Boilers Private Limited	Pune	Ecomatrix Global Pvt Ltd, Sangvi, Maharashtra – 412801

SL	Clause
	2. The Rate quoted shall be firmed throughout the contract period except Diesel Price Variation Clause provided in the NIT. 3. Detention Charges, Penalty Charges, etc., will apply as per Special Conditions of the Contract. 4. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle. 5. It will be sole responsibility of the transporter that the consignment should not be over hanged / overloaded on the vehicle.
3	**PRICE BASIS**
	Vendor to Quote **"Rate per MT per km" without GST (i.e., Exclusive of GST)** - Diesel Price Variation Clause is applicable - Bonus Clause and ORC are not applicable to this contract.
4	**TAXES & DUTIES**
4.1	The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead) However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
4.2	**GST (Goods and Services Tax)**
4.2.1	GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
4.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
4.2.3	Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
4.2.4	Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
4.2.5	Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
4.2.6	Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
4.2.7	Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
4.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
a	Supply of goods and/or services have been received by BHEL.

SL	Clause
b	Original Tax Invoice has been submitted to BHEL
c	Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
d	In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
e	Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
f	Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
g	Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
4.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
4.2.10	TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
4.2.11	Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
4.2.12	Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
4.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
4.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
4.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
4.2.16	**Variation in Duties:** Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
4.3	**Income Tax:**
	TDS/TCS as applicable under Income Tax Act, 2025 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.
7	**DELIVERY:**
	TENURE OF CONTRACT The duration of the contract will be **One Year from the date of award of Contract.**

SL	Clause
	The GC / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs. One or more extensions of the Contract may be done with mutual agreement between BHEL, and the contractors. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.
8	**TRANSIT INSURANCE**
	As per Special Conditions of the Contract (SCC)- Section-J-3
9	**PAYMENT TERMS:**
9.01	1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect. **a) 90 days from Service Entry Sheet for Non MSME** **b) 60 days from Service Entry Sheet for Medium (UDYAM Certificate to be submitted)** **c) 45 days from Service Entry Sheet for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted). If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non MSME basis** 2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills: a) The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time b) Any other relevant document which is required from time to time as per BHEL requirement. 3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL. 4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work). 5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit. 6. No advance will be paid for operational or any other expenses. 7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
	However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.
	NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the contractor".
	Time of Submission of freight bills Freight Bills will be submitted **within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month.** However, BHEL will not honor such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM / Commercial / Logistics / MM concerned. **Mode of Payment** All payments to be made to the Transporter shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, as given above, after receipt of the bill along with consignee's acknowledgement.

SL	Clause
9.02	**CONTRACT BILL PROCESSING IN SUVIDHA PORTAL:** BHEL has launched **SUVIDHA – Unified Supplier Portal** to streamline the processing of supply / Service payments to all vendors. The details are as follows: 1. **Mandatory Registration of Invoices** ❖ All supply / Service invoices, regardless of the invoice amount, must be registered in the BHEL SUVIDHA portal. 2. **For Net Invoice Amount Exceeding ₹5 Lakhs (Including Taxes):** ❖ Upload of a **Class 3 Digitally Signed Tax Invoice** (**Class 3** Digital Signature Certificate **issued by a licensed Certifying Authority**) is mandatory. ❖ All other documents as per the Purchase Order (PO) checklist must also be uploaded. ❖ If any other digitally signed document is specified in the PO checklist, it must be uploaded with a Class 3 Digital Signature. 3. **For Net Invoice Amount Up to ₹5 Lakhs (Including Taxes):** ❖ Upload of all documents as per the PO checklist is mandatory. ❖ Documents can be uploaded without a digital signature. ❖ However, if a digitally signed document is specifi ❖ ed in the PO checklist and a non-digitally signed version is uploaded, a hard copy must be submitted. BHEL request all suppliers to comply with the above requirement and upload invoices through the SUVIDHA portal to ensure seamless payment processing. 📌 **Note:** Materials / services will not be accepted at BHEL premises in the absence of the above compliance. A detailed step-by-step procedure for uploading invoices and documents is linked for your reference. **Portal Link:** https://suvidha.bhel.in/suvidha/index1.jsp.
9.03	**Settlement of Invoices through TReDS** **1. Mandatory Invoice Settlement through TReDS** In compliance with the Government of India directives and the Ministry of Micro, Small and Medium Enterprises (MSMEs) Gazette Notification S.O. 3507(E) dated 30-06-2026, all payments for the procurement of goods or services from MSME suppliers shall be mandatorily routed and settled exclusively through any Trade Receivables Discounting System (TReDS) platform authorized by the Reserve Bank of India (RBI). No invoice from an MSME supplier for goods or services shall be settled outside the TReDS framework. **2. Choice of TReDS Platform** **Pre-Award Selection:** MSME suppliers must select their preferred authorized TReDS platform (i.e., RXIL, M1xchange, Invoicemart, KReDX, or C2FO) prior to the award of the contract so that the platform details can be successfully captured in BHEL's Order/Contract database. **Post-Award Change Option:** Suppliers will maintain the flexibility to change their preferred TReDS platform via a dropdown menu on BHEL's Suvidha portal at the time of invoice submission. **3. Invoice Validation and Tracking** Upon acceptance of the Trade Receivable by BHEL, the respective BHEL Unit will validate the transaction on the TReDS platform selected by the supplier. Once validated, the unique TReDS reference number or instrument ID generated by the platform will be formally stored in BHEL's data database for auditing and compliance tracking. **4. Voluntary Bill Discounting** The compulsory routing of invoices through a TReDS platform shall not be construed as mandating the discounting of such invoices. The MSME supplier retains the sole discretion and option to either avail or not avail financing/discounting of its receivables on the platform.

SL	Clause
	5. Payment Timelines for Non-Discounted Invoices In cases where the MSME supplier chooses not to avail discounting on the TReDS platform, the trade receivables will be processed, settled, and paid directly through the TReDS platform strictly in adherence to the payment timelines explicitly specified in the contract.
10	**DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS: As per Special Conditions of the Contract (SCC)**
11	**BANK DETAILS FOR ~~EMD &~~ SECURITY DEPOSIT SUBMISSION:**
	For Electronic Fund Transfer the details are as below: a) Name of the Beneficiary: Bharat Heavy Electricals Limited b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – High Pressure Boiler Plant, Tiruchirappalli - 620014 Name of the bank – State Bank of India Bank branch - HEAVY ELECTRICALS, KAILASAPURAM BRANCH City - Tiruchirappalli Branch code - 01363 Account Number – 10891588977 Account type - CC IFSC code - SBIN0001363 MICR code – 620002004
12	**EMD : Not Applicable**
	Refer Clause 1.9 Of General Conditions Of Contract (GCC)- Section-J-2.
13	**PERFORMANCE SECURITY –** Applicable in the form of Security deposit.
14	**BREACH OF CONTRACT, REMEDIES AND TERMINATION:**
	Refer Clause 2.7.2 Of General Conditions Of Contract (GCC)- Section-J-2
17	**MICRO AND SMALL ENTERPRISES (MSE):**
	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. Type under MSE | SC/ST owned | Women owned | Others (excluding SC/ ST & Women Owned) Micro | | | Small | | | Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC Portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.
18	**LIQUIDATED DAMAGE**
	As per Special Conditions of the Contract (SCC)- Section-J-3
19	**INTEGRITY PACT (IP) – Not Applicable**
20	**PREFERENCE TO MAKE IN INDIA – Not Applicable**
21	**SETTLEMENT OF DISPUTE**
	Refer Clause 2.21 Of General Conditions Of Contract (GCC)- Section-J-2
21.1	**CONCILIATION:**
	Refer Clause 2.21.1 Of General Conditions Of Contract (GCC)- Section-J-2
21.2	**ARBITRATION:**
	Refer Clause 2.21.2 Of General Conditions Of Contract (GCC)- Section-J-2
21.4	**Grievance Redressal Mechanism** To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal

SL	Clause
	Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: 3. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. **4.** Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.
22	**JURISDICTION**
	Refer Clause 2.2 Of General Conditions Of Contract (GCC)- Section-J-2
23	**FORCE MAJEURE**
	Refer Clause 2.20 Of General Conditions Of Contract (GCC)- Section -J-2
24	**NON-DISCLOSURE AGREEMENT**
	Refer Clause 2.28 Of General Conditions Of Contract (GCC)- Section -J-2
25	**CARTEL FORMATION**
	Refer Clause 2.30 Of General Conditions Of Contract (GCC)- Section -J-2.
26	**FRAUD PREVENTION POLICY**
	Refer Clause 2.31 Of General Conditions Of Contract (GCC)- Section -J-2
27	**SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**
	Refer Clause 2.26 Of General Conditions Of Contract (GCC)- Section -J-2
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- **Contact details for queries related to tender:** (i) Mr. M.Umashankar, Sr. Engineer/ WCM; Phone: 0431 257 1519 e-mail: umashankarm@bhel.in (ii) Mr. Anjan Pachauri, Manager/ WCM Phone; 0431 257 8187 e-mail: apachori@bhel.in **Contact details for queries related to Scope of Work / Material readiness / technical specifications** **B Karthickeyan / Sr. Manager / Logistics e-mail : bkarthickeyan@bhel.in / Ph: 0431 257 6561**
29	**ORDER OF PRECEDENCE:**
	Refer Clause 2.32 Of General Conditions Of Contract (GCC)- Section -J-2
30	**NOTE:** 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

SL	Clause
31	**Enclosure:** Annexure- 1: Check List. Annexure- 2: Offer forwarding letter / tender submission letter Annexure- 3: No Deviation Certificate Annexure- 4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure- 5: Declaration by Authorized Signatory Annexure- 6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents. ~~Annexure- 7: Non-Disclosure Certificate~~ ~~Annexure- 8: Integrity Pact~~ Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure-15: Power of Attorney for submission of tender. ~~Annexure-16: Proforma of Bank Guarantee for Earnest Money~~ Annexure-17: Proforma of Bank Guarantee for Security Deposit. Annexure-18: List of Consortium Bank. Annexure-19: Declaration regarding Conflict of Interest.

ANNEXURE- 1

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. of the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS	**Not Applicable**	
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	**Applicable**/ ~~Not Applicable~~	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	**Applicable**/ ~~Not Applicable~~	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	~~Applicable~~/ **Not Applicable**	YES / NO
iv.	Copy of PAN Card & GST registration	**Applicable**/ ~~Not Applicable~~	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	**Applicable**/ ~~Not Applicable~~	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	**Applicable**/ ~~Not Applicable~~	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	**Applicable**/ ~~Not Applicable~~	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	**Applicable**/ ~~Not Applicable~~	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	**Applicable**/ ~~Not Applicable~~	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	~~Applicable~~/ **Not Applicable**	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	~~Applicable~~/ **Not Applicable**	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	~~Applicable~~/ **Not Applicable**	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	**Applicable**/ ~~Not Applicable~~	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	**Applicable**/ ~~Not Applicable~~	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	**Applicable**/ ~~Not Applicable~~	YES / NO

xxii	Declaration regarding Conflict of Interest. Annexure – 19	**Applicable**/ ~~Not Applicable~~	YES / NO
xxiii	ACCEPTANCE FOR ROUTE SURVEY as per Annexure-20	**Applicable**/ ~~Not Applicable~~	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No: ……. Date: ……

To,
Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Submission of Offer against NIT No: WCM / 26-27 / 9002600006RT, dt.21.10.2026

Having examined the tender documents against your NIT No. WCM / 26-27 / 9002600006RT, dt.21.10.2026 and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with Transportation of consignments from Pune to various BHEL Project Sites by engaging Long Bed Mechanical Vehicles, we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder
Signature:
Name:
Address:

Place:
Date:

ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Subject: No Deviation Certificate

Ref:
1) NIT No: WCM / 26-27 / 9002600006RT, dt.21.10.2026
2) All other pertinent issues till date

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

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

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

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

Yours faithfully,

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

Date:
Place:

ANNEXURE- 4

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT No: WCM / 26-27 / 9002600006RT, dt.21.10.2026

I/We, declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY (With Name, Designation and Company seal)

Place:
Date:

ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref:
1) NIT No: WCM / 26-27 / 9002600006RT, dt.21.10.2026
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder) Date:

Enclosed: Power of Attorney

ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref :
1) NIT No. WCM / 26-27 / 9002600006RT, dt.21.10.2026
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

ANNEXURE – 10

DECLARATION

Date:

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
3		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards, (_)
From: M/s

Supplier Code:

Address:

ANNEXURE – 11

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub: Declaration for relation in BHEL

Ref:
1) NIT No: WCM / 26-27 / 9002600006RT, dt.21.10.2026

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (√) any one as applicable:

☐ 1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

☐ 2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.
ii.

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:
1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ……..., whose signature given below herewith to be true and lawful Attorney of M/s…… hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Works Contracts Management (WCM), in connection with Transportation of consignments from Pune to various BHEL Project Sites by engaging Long Bed Mechanical Vehicles vide Tender No: WCM / 26-27 / 9002600006RT, dt.21.10.2026

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at ……., this ……, day of…….

Director/CMD/Partner/Proprietor

Signature of Mr. …… (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

ANNEXURE – 17

BANK GUARANTEE FOR SECURITY DEPOSIT
(On non-Judicial paper of appropriate value)

Bank Guarantee No: Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at……..[1] through its Unit at……..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at……[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……dated ……[3] valued at Rs……[4] (Rupees ----------) / FC……(in words……..) for ……[5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and inter alia a branch at …… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ---------- [6] (Rupees ----------) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. .

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the ……bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ……..BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor /Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including…….. [7] and shall be extended from time to time for such period as may be desired by Employer.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at **Tiruchirappalli** shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the …….[8] we shall be discharged from all liabilities under this guarantee thereafter.

We, …… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a. The liability of the Bank under this Guarantee shall not exceed…… [6]
b. This Guarantee shall be valid up to …….[7]
c. Unless the Bank is served a written claim or demand on or before ……[8] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, …… Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated…….
Place of Issue…….

[1] NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited
[2] NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

[4] CONTRACT VALUE
[5] PROJECT/SUPPLY DETAILS
[6] BG AMOUNT IN FIGURES AND WORDS
[7] VALIDITY DATE
[8] DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

ANNEXURE – 18

LIST OF CONSORTIUM BANK

The Present list of BHEL's List of Consortium Bank is given below which is subject to change time to time. Hence the Bidders are requested to confirm with BHEL before executing the BG.

List of Consortium Bank			
SL	**Nationalised Bank**	SL	**Nationalised Bank**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign bank**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		**Private bank**
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

ANNEXURE – 19

DECLARATION REGARDING CONFLICT OF INTEREST

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

Dear Sir,

Sub : Declaration regarding Conflict of Interest

Ref :
1) NIT No. WCM / 26-27 / 9002600006RT, dt.21.10.2026
2) All other pertinent issues till date

Treatment of cases regarding conflict of interest:

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

(i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

(ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

(iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

(iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

Declaration

I/We, hereby declares that I/we have read and understood the above aspects, and the I/we confirms that such conflict of interest does not exist and undertakes that I/we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the I am / We are found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitab1e action shall be taken by BHEL as per extant policies/ guidelines.**

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

SECTION- J-2

General Conditions of Contract (GCC)

CHAPTER -1

Clause	Details
1	**GENERAL INSTRUCTION TO TENDERERS**
1.1	**DESPATCH INSTRUCTION**
i)	The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
ii)	Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers 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 clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
iii)	Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid Entering into this pact shall be a preliminary qualification.
1.2.	**SUBMISSION OF TENDERS**
1.2.1	The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
1.2.2	Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
1.2.3	Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
1.2.4	Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
1.2.5	The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
1.2.6	The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
1.2.7	The submission of bid will tantamount to due diligence having been done and it shall be deemed that:

Clause	Details
a)	the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
b)	the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
c)	the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.
1.3	**LANGUAGE**
1.3.1	The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
1.3.2	All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.4	**PRICE DISCREPANCY:**
1.4.1	**Price Bid opening:** During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
1.4.2	**Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on www.bhel.com on "supplier registration page".).
1.5	**QUALIFICATION OF TENDERERS**
iii)	The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.
1.6	**EVALUATION OF BIDS**
i)	Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
ii)	In case the same qualifying experience is claimed by more than one agency, then:
a	The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
b	However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
iv)	Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
v)	Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
vi)	Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.
1.9	**EARNEST MONEY DEPOSIT**
1.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
i)	EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
ii)	The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
a)	Cash deposit as permissible under the extant Income Tax Act (before tender opening).
b)	Electronic Fund Transfer credited in BHEL account (before tender opening).

Clause	Details
c)	Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
e)	Insurance Surety Bonds
f)	In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
iii)	No other form of EMD remittance shall be acceptable to BHEL.
iv)	Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
1.9.2	EMD by the Tenderer will be forfeited as per NIT conditions, if:
i)	After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.OR
ii)	The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LIO/LOA/Contract.
	EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines.
1.9.3	EMD shall not carry any interest.
1.9.4	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
1.9.5	Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ shall be retained by BHEL until the receipt of the Security Deposit.
1.10	**SECURITY DEPOSIT**
1.10.1	Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
1.10.2	The Security Deposit shall be furnished before start of the work by the contractor.
1.10.3	The required Security Deposit may be accepted in the following forms.
i)	Cash (as permissible under the extant Income Tax Act).
ii)	Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
iii)	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).
iv)	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
vi)	Insurance Surety Bonds.
	Note:
i	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.
ii	In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill
1.10.4	The Security Deposit shall not carry any interest.
1.10.5	In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
ii)	The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

Clause	Details
iii)	Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
iv)	The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
1.10.6	The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months,
1.10.7	BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.
1.11	**RETURN OF SECURITY DEPOSIT**
	Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.
1.12	**BANK GUARANTEES**
	Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with
i)	Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
ii)	The Bank Guarantees shall be as per prescribed formats.
iii)	It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees
iv)	In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly submitted to the BHEL.
v)	In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
vi)	Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
vii)	The Original Bank Guarantee shall be submitted to contracting Department of BHEL unless specified otherwise in TCC.
1.13	**VALIDITY OF OFFER**
	The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
1.15	**REJECTION OF TENDER AND OTHER CONDITIONS**
1.15.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
a)	To reject any or all of the tenders.
b)	To split up the work amongst two or more tenderers as per NIT.
c)	To award the work in part if specified in NIT.
d)	In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
1.15.2	Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1.15.3	Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per

Clause	Details
	the required schedule in line with applicable clauses of the 'NIT'. The decision of BHEL will be final in this regard.
1.15.4	If a tenderer who is a proprietor expires after the submission of his 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 tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.
	In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.
	Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause
1.15.5	BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL 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.
1.15.6	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 the Earnest Money/Security Deposit/any other money due.
1.15.7	Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
1.15.8	In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
1.15.9	The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
1.15.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
1.15.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
1.15.12	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.
1.16	**INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION**
	In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

CHAPTER-2

Clause	Details
2.1	**DEFINITION**: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

Clause	Details
i)	BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at Higher Pressure Boiler Plant, Tiruchirappalli - 620014
ii)	"EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region.
iii)	"COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.
iv)	"ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/ ar approval of the work and/ or documents under the contract the word "Engineer" or "Engineer Incharge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.
v)	"SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
vi)	"CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
vii)	"CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
viii)	"CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
ix)	"GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
x)	"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	"LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	"COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	"PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	"EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	"TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	"APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

Clause	Details
xvii)	"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	"SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	"HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	"MONTH" shall mean calendar month unless otherwise specified in the Tender.
xxi)	'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
xxii)	"COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
xxiii)	"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxvi)	'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
xxvii)	"COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxviii)	"SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
xxix)	"TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxx)	"DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
xxxi)	"RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
xxxii)	"OVERRUN CHARGES (ORC)" shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.
xxxiii)	"BASIC FREIGHT" shall mean the transportation cost without any addition / subtraction in freight cost w.r.t to detention charges, penalty charges, infringement charges, ODC penalty reimbursement charges, hilly region charges etc., BASIC FREIGHT = Rate x Quantity or Rate x quantity x distance as applicable.
2.2	**LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**
	The contract shall be governed by the Laws of India. The Civil Court having original Civil Jurisdiction at **Tiruchirappalli, Tamil Nadu** shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
2.3	**ISSUE OF NOTICE**
2.3.1	Service of notice to the Contractor
	Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL.

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	Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
2.3.2	Service of notice to on BHEL
	Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.
2.4	**USE OF LAND**
	No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.
2.5	**COMMENCEMENT OF WORK**
2.5.1	The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
2.5.2	If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
2.5.3	All the work shall be carried out under the direction and to the satisfaction of BHEL.
2.6	**MEASUREMENT OF WORK AND MODE OF PAYMENT:**
2.6.1	All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.
2.6.2	For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
2.6.3	These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
2.6.4	Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
2.6.5	All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
2.6.6	Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
2.6.7	The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.
2.6.8	The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
2.6.9	If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
2.6.10	Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL. Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

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	I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No……dated……for which payment is claimed as above and that I/We have no further claim under this agreement/work order* except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). – a)……. b)…… c) …….. It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.
2.7	**RIGHTS OF BHEL**
	BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2.7.1	To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer. Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.
2.7.2	**BREACH OF CONTRACT, REMEDIES AND TERMINATION**
2.7.2.1	The following shall amount to breach of contract:
I	Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
II	The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
III	The Supplier/Vendor delivers equipment/ material not of the contracted quality.
IV	The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
V	Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
VI	Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
VII	Non-compliance to any contractual condition or any other default attributable to Supplier/ Vendor.
VIII	Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
IX	Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

Clause	Details
X	Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.
	Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.
	LD against delay in executed work in case of Termination of Contract:
	LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.
	Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.
i)	Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
ii)	Let the value of executed work till the time of termination of contract= X
iii)	Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
iv)	Delay in executed work attributable to contractor i.e. T2=[1-(X/Y)] x T1
v)	LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
2.7.2.2	Remedies in case of Breach of Contract.
i)	Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
ii)	Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
iii)	wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
iv)	In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
v)	If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
a	from dues available in the form of Bills payable to defaulted Contractor against the same contract.
b	If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

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c	In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
vi)	It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
	Note: 1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
2.7.3	In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
2.7.4	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.
2.7.5	Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.
a)	Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
b)	It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
c)	Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise
d)	If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
e)	Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.
2.7.6	While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally

Clause	Details
	entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
2.7.7	BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
i)	suspension of work(s) at a Project either by BHEL or Customer, or
ii)	where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
2.7.8	In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:
a)	The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
b)	There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
c)	The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.
d)	At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.
	Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.
2.7.9	**LIQUIDATED DAMAGES**
	Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.
	Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.
	Liquidated Damages shall be calculated in the manner stipulated hereinafter:
	In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.
	Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.
	After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record: a) Delays solely attributable to contractor b) Delays attributable to BHEL c) Delays on account of Force Majeure (as specified elsewhere in the contract)
	The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be

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	imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.
	For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.
	Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.
2.8	**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**
	The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:
2.8.1	As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
2.8.2	The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
2.8.3	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.3.
2.8.4	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
2.8.5	The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
2.8.6	While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
2.8.7	Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
2.8.8	he contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
2.8.9	The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
2.8.10	The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company" premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same
2.8.11	All the properties/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.

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2.8.12	The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
2.8.13	In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
2.8.14	Any delay in completion of works/or non-achievement of periodical targets/or non execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
2.8.15	The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.16	All safety rules and codes applied by the Customer /BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.
2.8.17	The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for the purpose of maintaining the records for compliance, Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.
2.8.18	In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
2.8.19	Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
2.8.20	The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.
2.8.21	The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
2.8.22	The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of

Clause	Details
	work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
2.8.23	The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
2.8.24	The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall lto recover the loss from the contractor.
2.8.25	For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
a)	Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
b)	Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
c)	Compensation in respect of each of the victims:
i	In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
ii	In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
d)	Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
2.8.26	Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
2.8.27	Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.
2.8.28	The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
2.9	**EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**
2.9.1	A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme. Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets. Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

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	Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month. BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower. Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months) Provided, this requirement is reflected in the rolling quarterly plan two months in advance. If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.
2.9.2	Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
2.9.3	The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
2.9.4	Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
2.10	**TIME OF COMPLETION**
2.10.1	The time for completion shall be as mentioned in the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.
1.10.2	Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.
2.11	**EXTENSION OF TIME FOR COMPLETION**
2.11.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.
2.11.3	However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Breach of Contract, Remedies and Termination Clause.
2.11.4	Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per NIT
2.14	**QUANTITY VARIATION**
2.14.1	**Variation in Final Executed Contract Value** The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side).
2.17	PRICE VARIATION COMPENSATION –
	Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected.
2.18	**INSURANCE**

Clause	Details
2.18.1	BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
2.18.2	It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
2.18.3	If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
2.18.4	The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
2.19	**STRIKES & LOCKOUT**
2.19.1	The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' and the remedies under "Remedies in case of Breach of Contract Clause" may be executed, at the discretion of BHEL.
2.19.2	For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.
2.20	**FORCE MAJEURE**
2.20.1	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.
2.20.2	The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
2.20.3	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

Clause	Details
	occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
2.20.4	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
2.20.5	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not a) Constitute a default or breach of the Contract. b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
2.20.6	BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
2.21	**SETTLEMENT OF DISPUTE**
	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 2.21.1
2.21.1	**Conciliation:**
	Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)). 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.
2.21.2	**ARBITRATION:**
2.21.2.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be

Clause	Details
	adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
2.21.2.2	A party willing to commence arbitration proceeding shall invoke 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 arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
2.21.2.3	After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution **Madras High Court, Arbitration Centre (MHCAC)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Madras High Court, Arbitration Centre (MHCAC)** 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.
2.21.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
2.21.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be **Tiruchirappalli, Tamil Nadu**
2.21.2.6	Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Tiruchirappalli, Tamil Nadu**
2.21.2.7	Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
2.21.2.8	It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
2.21.2.9	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. 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.
2.21.2.10	In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to 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 clause 21.2.9. 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.
2.21.3	**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
2.21.4	NO INTEREST PAYABLE TO CONTRACTOR
	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

Clause	Details
	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.
2.25	**CLOSING OF CONTRACTS**
	The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.
2.26	**SUSPENSION OF BUSINESS DEALINGS**
	BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php
2.27	**LIMITATION ON LIABILITY:**
	Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.
2.28	**NON-DISCLOSURE AGREEMENT (NDA):**
	The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).
2.30	**CARTEL FORMATION**
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
2.31	**FRAUD PREVENTION POLICY**
	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.
2.32	**ORDER OF PRECEDENCE**
	a. Contract agreement with its Amendments/ b. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL c. Notice Inviting Tender (NIT) d. Price Bid e. Section-J-1: Buyer Added Bid Specific Additional Terms & Conditions (ATC) f. Section -J-2: General Conditions of Contract (GCC)

Clause	Details
	g. Section -J-3: Special Condition of Contract (SCC)
2.33	**OTHER ISSUES**
2.33.1	Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
2.33.2	In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
2.33.3	Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
2.34	**CONFLICT OF INTEREST AMONG BIDDERS / AGENTS**
	A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the determined of Procuring Entity's interests. **The bidder found to have conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more practices in this bidder process, if
a)	they have controlling partner (s) in common; **or**
b)	they receive **or** have received any direct or indirect subsidy / financial stake from any of them; **or**
c)	they have the same legal representative / agent for purposes of this bid; **or**
d)	they have relationship with each other, directly or through common third parties, **that plus in a position to have access to information about or influence on the bid of another Bidder; or**
e)	Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one biding manufacturer in more than one bid; **or**
f)	In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following; • This principal manufacturer directly or through one Indian Agent on his behalf; **and** • Indian / Foreign agent on behalf of only one principal; **or**
g)	A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; **or**
h)	In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

SECTION- J-3

Special Conditions of the Contract (SCC)

<table>
<tr><th>SL</th><th>Clause</th></tr>
<tr><td>1</td><td>CONSIGNMENT CLASSIFICATION & RESPECTIVE VEHICLE TYPE</td></tr>
<tr><td>1.01</td><td>Dimensional & weight range of the consignment and the type of vehicle to be deployed is given below:
<table>
<tr><th rowspan="2">SL</th><th rowspan="2">Approximate Consignment Weight Range **</th><th colspan="3">Basic Dimensions of the consignments L X W X H (in meters)</th></tr>
<tr><th>Length</th><th>Width</th><th>Height</th></tr>
<tr><td>1</td><td>Up to 41 MT##</td><td>>15.00 to 24.5</td><td>4.00</td><td>3.00</td></tr>
</table>

However the transporter has to ensure / undertake that the vehicle is not over load as per the actual empty weight of the vehicle to comply with the Govt. of India, Ministry of Road Transport and Highways Circular Ref: RT-11036/07/2022-MVL, dt.29th May 2023.

In case the gross weight of consignments is more than what is stated above, the payment will be made for actual weight or the vehicle passing weight whichever is less. However, Freight charges will be restricted to RC Book Passing weight capacity of the vehicle.

It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.</td></tr>
<tr><td>1.02</td><td>It should be ensured that the truck is of higher capacity and payment will be made within loading capacity of the vehicle. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight of consignment and transporter will be required to attach self-attested copies of RC to logistic cell. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.</td></tr>
<tr><td>1.03</td><td>If the weight and/ or dimension of all consignments (higher of actual or volumetric) is less than what is stated above, it will be treated as under load. Under load dispatch may be resorted to in case of urgency/ need with the permission of competent authority of BHEL.</td></tr>
<tr><td>1.04</td><td>For multiple packages having total gross weight or total volumetric weight in the given range for which the material is booked, at least one package either by weight or any one dimension should qualify for the minimum weight of the given slab.</td></tr>
<tr><td>1.05</td><td>In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.</td></tr>
<tr><td>1.06</td><td>Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.</td></tr>
<tr><td>2</td><td>INFRINGEMENT CHARGES</td></tr>
<tr><td>2.01</td><td>For the dimensions exceeding the above basic dimensions, infringement charges will be paid as given below:
<table>
<tr><th>SL</th><th>Infringement in Length</th><th>Infringement in Width</th><th>Infringement in Height</th></tr>
<tr><td>1</td><td>Beyond 24.5 mtrs 5% of the basic freight for every 0.5 meter or part thereof.</td><td>Beyond 4.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof.</td><td>Beyond 3.00 mtrs 4% of the basic freight for every 0.25 meter or part thereof.</td></tr>
</table></td></tr>
<tr><td>2.02</td><td>Infringement Charges will be given extra for every applicable dimensional feature Length, Height, Width separately. For this purpose, the full load / volume load weight of 25MT will be considered for infringement charges calculation.</td></tr>
<tr><td>3</td><td>VOLUME LOADS & FULL LOADS</td></tr>
<tr><td>3.01</td><td>Volume Load: -</td></tr>
<tr><td></td><td>Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment</td></tr>
<tr><td></td><td>Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is</td></tr>
</table>

SL	Clause
	technically acceptable and to be certified by concerned department not less than Manager as "Volume Load" and payable for full load.
3.02	**Full Load: -**
	Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)
	Full Load Certification: Full load certification means, dispatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.
	Full Load Certification" has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct dispatches from Vendor Works, any end user in case of others and the Certification must be countersigned by Head of Section (HOS) (not below the rank of DGM).
3.03	**FULL LOAD / VOLUME LOAD PAYMENT WILL BE AS FOLLOWS**

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

4	**OVER DIMENSION CHALLAN REIMBURSEMENT: Not Applicable (IN LENGTH/WIDTH/HEIGHT)**
5	**METHOD OF EVALUATION OF PRICES**
5.01	BHEL will finalize the rates through online e-Procurement. Hence Tenderers are requested to give their best prices at the first instance itself.
5.02	BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
5.05	In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.
6	**RANKING**
6.01	Individual rate schedule wise ranking of Carriers will be done.
6.01	The basic rates i.e. rates for freight including all taxes, duties, charges, costs, incidentals etc., excluding GST will be the basis for deciding the rank of the Bidder in the Rate schedules
6.03	The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.
6.04	**L1 TIE BREAKING**
6.04.01	In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Bidder, for that rate schedule, will be by calling for discounts from the respective bidders. Even after discounts, if there are more than one L1 bidder for the given rate schedule, the L1 shall be decided by toss / draw of lots in front if the representatives of the respective bidders.
6.05	**TIE BREAKING OTHER THAN L1**
6.05.01	If there is tie for ranking position(s) eligible for counter offering, then Lot shall be done to break the tie using random number generator in MS Excel before Counter-offer process. Step by step illustration of the tie-breaking is given below: • Rate Schedule wise excel sheet in which all ranks for which tie is present shall be opened. • Random number shall be generated against each entry in the excel sheet. Once random number is generated, the values will be frozen against each entry. • The rank order shall be sorted in the following manner. • Sorting -> 1. Rate Schedule (RS) -> 2. Actual rank -> 3. Random number wise (from lowest to highest). • Once sorting is done, each vendor shall be ranked as per the sorting order
6.05.02	Distinct rank shall be arrived in the order of random number generated for each of the tied rank. Based on the outcome of LOT process done through MS Excel, final ranking shall be intimated to Vendors. Load distribution shall be based on revised ranking.
7	**PROJECTED TONNAGE OF LOAD**
7.01	Total projected load, during the contract is indicated in the Price Bid – Work / Rate Schedule.
7.02	**Tonnage mentioned is only indicative. Variation up to +30% will be allowed and to be accepted by the contractor.**

SL	Clause
8	**INTENDED NUMBER OF TRANSPORTERS ENGAGED FOR OPERATION**
8.01	The rate schedule-wise total projected load, during the annual rate contract is indicated in the Price Bid – Work / Rate Schedule.
9	**COUNTER OFFER**
9.01	BHEL will counter offer the L1 Rate / Negotiated final L1 rate / lowest acceptable price to the L2, L3, … Ln carriers till the required/ intended carriers accepts the counter offer for award of Contract.
9.02	The bid(s) with overall highest evaluated cost shall be ranked as H1, and the successive high bids below H1 shall be ranked as H2, H3 and so on. 20% of total number of distinct bids falling under H1, H2, etc., category and the respective bidders shall be eliminated (Rounded down to Integer values) subject to minimum one H1 elimination. If more than one vendor falls under elimination category with the same ranking, then all the firms falling under elimination category shall not be considered for counter offering.
9.03	After eliminating highest bidder(s), counter-offer shall be extended to other eligible. If there is tie among eligible carriers for ranking position other than L1, then tie-breaking shall be done, and ranking for each carrier shall be revised subsequently. Counter offering shall be done based on the revised ranking. However, loading shall be done based on acceptance to Counter Offer, revised tender ranking post tie breaking and subject to maximum number of carriers intended to be engaged for operation as mentioned in the price bid.
9.04	If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – rate schedule wise, and those Carriers have to place required number vehicles for that rate schedule as per dispatch requirement of BHEL
9.05	If the counter offer given by BHEL to other than L1 Vendors is accepted by only few or lesser than the required number of Carriers, then BHEL will place Contracts to those Carriers, and they have to place required number vehicle for the rate schedule in respect of which they accepted counter offers as per dispatch requirement of BHEL
10	**LOAD DISTRIBUTION**
10.01	BHEL will allot the load through BHEL's VIS-TCBS (Vendor Information System - Transport Carrier Booking System) "Demand" System, **Individual rate schedule wise**, based on the price bid ranking of the Carriers & Number of Carriers accepted during counter offering.
10.02	A **"Demand"** is a call / order to the transporter for placing a vehicle.
10.03	Against a particular demand, if the original allottee is not placing vehicle within the stipulated time, then the same demand will be displayed as "Open Demand" to all the Carriers available, including the original allottee (duly recovering the non-placement penalty). For such open demands, allocation will be made on first come first served basis. If the original allottee subsequently picks up the same consignment under the Open Demand, the non-placement penalty will be waived for the first instance the demand moved to the open category.
10.04	Demands moved to the open category will be automatically cancelled after three days, and the non-placement penalty will be levied accordingly.
11	**MANNER OF SPLITTING**
11.03	The L1 Bidder of each rate schedule will be given 3 demands in each turn (demand cycle), L2 Bidder will be given 2 demands in each turn whereas all others will get one demand in each turn (demand cycle) i.e 3:2:1:1:1……. 1 (up to number of eligible transporters)
11.04	However, it may be noted that these three demands for L1, two demands for L2 will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement
11.05	Demands which went to open category will be automatically cancelled after 3 days and non-placement penalty will be levied accordingly. However, Auto cancellation of demands is not applicable for Inbound & Anywhere to Anywhere dispatches. For such cases non-placement penalty can be imposed by demand creator.
11.06	Carriers to ensure the following strictly while loading the consignments, in coordination with the loading agencies. The primary responsibility in ensuring the following lies with the Carrier only. This is applicable for loading consignments at BHEL Units, Sub-Contractors Works, Supplier Works, Harbors & all other loading points.
11.07	In trailer category, since three weight slab wise loading seniority are maintained, i.e. (i) up to 25 MT, (ii) above 25 & up to 32 MT and (iii) above 32 MT, at maximum possible extent, vehicle shall be loaded as per the demanded weight slab only. If schedule change in inevitable

SL	Clause
	considering the nature of the consignment, loading pattern etc., then AGM / Logistics or HOS (Not below rank of DGM)/ Logistics may approve for revising the rate schedule. In such cases, the respective carriers should not be allotted with their normal turn demand in the revised rate schedule to avoid allotting excess demand to the carriers in the revised rate schedule.
12	**TYPE OF VEHICLE TO BE PLACED**
12.01	It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
12.02	The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.
12.03	BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. If any dispute arises in their deal, it would be viewed seriously. The contractor alone will be responsible for solving such dispute/s and BHEL cannot be dragged in to such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.
13	**LOADING AND UNLOADING**
13.01	Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency. Transporter scope will not cover Loading & Unloading.
13.02	However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.
14	**DOOR COLLECTION AND DOOR DELIVERY**
14.01	All despatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra charges, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and against all the Rate Schedules covered under this tender.
14.02	Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.
15	**DIESEL PRICE VARIATION CLAUSE (PVC)**
	The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -
15.01	The freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below: -. Details Fixed Cost: 75% Diesel Variable Cost: 25%
15.02	Whatever increase/decrease in the diesel price, PVC will be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/reduced by 5.1%.
15.03	The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.
15.04	Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
15.05	The reference diesel rate shall be the actual diesel rate as on date of Techno-Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Chennai.
15.06	Rate increase/decrease on any other account, other than Diesel price variation, will not be

SL	Clause
	permissible.
	Sample Calculation Say finalized rate is ₹3.31 per Km per MT The fixed cost is ₹2.32 (70%) and the variable cost is ₹0.99 (30%) Say the base diesel price as on tender opening date is ₹94.39/- and If the base diesel price increases from ₹94.39 to ₹99.10 (5%) rates will not be revised. Further the diesel rate is increased to ₹99.26 i.e increase is 5.16% then the variable portion alone will be increased to 5.16% i.e. 2.32 + (₹0.99*105.16%) = ₹2.32 + ₹1.041 = ₹3.36 Further if the rate increases to ₹101.94 i.e 8% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%) Further if the rate is increases to ₹105.71 i.e. i.e increase is 12% then the variable portion alone will be increased to 12% i.e. ₹2.32 + (₹0.99* 112%) = ₹2.32 + ₹1.10 = ₹3.42. At any cost for variation ± 5%, the basic freight rate finalized will remain same. The above logic will be applicable for decrease in diesel rate also.
16	**PENALTY FOR NON PLACEMENT OF VEHICLES**
16.01	Form the date / time of demand, vehicles will have to be placed by the Transporter within **Six days** (notice time).
16.02	However, the Carrier have to accept the demand within 24 Hrs. in VIS but vehicles have to be placed as per the above time schedule. Otherwise demand will go to 'open' and non-placement penalty will be levied.
16.03	For Open Demands, the notice time is reduced half of the above time, since if the vehicle is readily available, then only the carriers has to pick the open demands.
16.04	The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 AM, for the carrier booking done before 10 AM. Also, the carrier booking time i.e. the notice time for placement of vehicle will be counted from evening 2 PM, for the carrier booking done after 10 AM.
16.05	For non-placement of vehicles / not accepting the demand within stipulated period the penalty of **₹15,000/- per demand** will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles.
16.06	The above penalty will also be applicable for non-placement of vehicles by accepting the demands from "Open Demand Category" and is applicable for each time of non-placement for a same demand picked multiple times from open category but vehicles not placed.
16.07	If the original allottee picks up the same demand in the Open Category and places the vehicle within the stipulated time, the non-placement penalty will be automatically waived for the first instance the demand moved to the open category.
16.08	WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES
16.08.01	For cases where the reason of non-placement is not attributable to the transporter, non-placement placement will be waived on approval of BHEL's competent authority on case to case basis, with recorded reasons.
17	**TRANSIT TIME & PENALTY FOR DELAYED DELIVERY**
17.01	The permissible travel of vehicle per day is **100 KM per day** (average) subject to e-way bill notifications:
17.02	Allowable transit period shall be rounded off to next higher whole number.
17.03	For typical designs requiring slow movement in the interest of safety of the consignment additional transit period can be allowed with the approval of Head / Logistics.
17.04	Grace period for delay in obtaining permissions from RTA / MoRTH shall be provided on case to case basis and decided by Head of Logistics.
17.05	Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
17.06	For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 3333 km and the

<table>
<tr><th>SL</th><th>Clause</th></tr>
<tr><td></td><td>permitted travel per day is 40 km per day. Accordingly, the transit time is 83.32 days (3333/40). Hence 84 days shall be considered as transit time.</td></tr>
<tr><td>17.07</td><td>In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.</td></tr>
<tr><td>17.08</td><td>BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.</td></tr>
<tr><td>17.09</td><td>Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows.
<table>
<tr><th>SL No</th><th>Delay</th><th>% Penalty on (basic freight)</th></tr>
<tr><td>1</td><td>Up to 1 week</td><td>2% per week or part thereof</td></tr>
<tr><td>2</td><td>From 2nd Week to 8th week</td><td>4% per week or part thereof</td></tr>
<tr><td>3</td><td>Beyond 8 weeks</td><td>50% (fixed)</td></tr>
</table></td></tr>
<tr><td>17.10</td><td>**For ‘Full Load” Certified vehicles**: Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is not applicable for Normal & Volume Certified Loads
<table>
<tr><th>SL No</th><th>Delay</th><th>% Penalty on (basic freight) per demand</th></tr>
<tr><td>1</td><td>Up to 1 week</td><td>**2% per DAY**</td></tr>
<tr><td>2</td><td>From 2nd Week onwards</td><td>**5% per DAY** or part thereof limited to **50% .**</td></tr>
</table></td></tr>
<tr><td>17.11</td><td>**However the total delay penalty will be restricted to 10% of the overall contract value.**</td></tr>
<tr><td>**17.12**</td><td>**WAIVER OF DELAY PENALTY**</td></tr>
<tr><td>17.12.01</td><td>In deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis **with approval for recorded reasons.** In such cases, the carriers should have given timely intimation in writing to BHEL with the reasons which caused delay and also with supporting documentary evidence.</td></tr>
<tr><td>17.12.02</td><td>If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial will be the basis for calculation of penalty.</td></tr>
<tr><td>17.12.03</td><td>Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.</td></tr>
<tr><td>17.12.04</td><td>Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers.</td></tr>
<tr><td>**18**</td><td>**FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES**</td></tr>
<tr><td>18.01</td><td>The transporter shall ensure continuous GPS tracking of the consignment at their cost until delivery. This requirement shall be fulfilled by either a fixed GPS device installed in the vehicle or a GPS-enabled mobile device carried by the vehicle driver, provided it allows for real-time tracking by the designated authority.</td></tr>
<tr><td>18.02</td><td>Vehicles can be allowed to enter Loading area premises without GPS and enabling of GPS will be ensured before exit of vehicle after loading.</td></tr>
<tr><td>18.03</td><td>In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request of transshipment, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.</td></tr>
<tr><td>18.04</td><td>The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, **penalty at the rate of 5%** of the basic freight value will be levied.</td></tr>
<tr><td>18.05</td><td>However, missing of GPS information for few days between the journeys due to non-availability of network / week signal strength / repair of device etc., at remote locations may be considered for waiver of penalty for which approval has to be taken as per the appropriate waiver clause.</td></tr>
<tr><td>18.06</td><td>In case of repeated non fixing / detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter.</td></tr>
<tr><td>18.07</td><td>In case, the GPS System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier.</td></tr>
</table>

SL	Clause
18.08	BHEL is in the process of developing the in-house GPS system. In case of establishment of the same during the contract period, BHEL may fix it's own GPS system and the transporter carrier has to accept the same with applicable charges, if any.
18.09	**WAIVER OF GPS PENALTY FOR DESERVING CASES.**
	For deserving cases such as Major Accidents / Non availability of Network en-route at remote locations / replacement of Battery / repair of GPS devise etc., BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of User Agencies or Logistics will have the power to waive such penalty on case to case basis with recorded reasons.
19	**UPDATING OF DAILY VEHICLE MOVEMENT STATUS IN BHEL VENDOR INFORMATION SYSTEM (VIS)**
19.01	Updating of daily vehicle movement status in VIS is essential on daily basis and a must one. Without a copy of this, bills will not be processed. Else a penalty of 1% of the basic freight value will be imposed.
19.02	In addition, GPS Screenshot to be attached in Daily Vehicle Movement Status. Otherwise, penalty applicable for Daily Status updation will be levied.
19.03	**WAIVER OF DAILY MOVEMENT STATUS PENALTY FOR DESERVING CASES.**
	For deserving cases such as Strikes / Major Power failures / Fire Accidents / Common Network Failures etc., BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of User Agencies or Logistics will have the power to waive such penalty on case to case basis **with recorded reasons**.
20	**TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT**
20.01	BHEL expects consignments to be transported in the same vehicles without transshipment en route.
20.02	If transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF THE PRODUCT in advance and obtain prior permission / authorization from BHEL Executives, not below the rank of SR. MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment.
20.03	The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise using the same vehicle category.
20.04	If consignments are transshipped in same vehicle category without prior permission a token penalty of **10 %** of the freight amount involved, will be levied.
20.05	In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.
20.06	Also the transport carriers have to submit photo or video evidence of transshipment of consignments i.e. photo of unloading the consignment from the original vehicle to the loading of the same on the transshipped vehicle.
20.07	Unauthorized transshipments with different vehicle category are not allowed and will be treated as breach of contract.
20.08	WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.
	For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transshipped immediately to clear the traffic or to avoid the public inconvenience or situation that there is no time to get transshipment permission, BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of User Agencies / Logistics will have the power to waive such penalty on case to case basis **with recorded reasons**.
21	**DETENTION CHARGES**
21.01	Detention charges shall be paid extra if the vehicles are not loaded / unloaded / released **within 4 Days** (Free Time in days including the day of Placement / Arrival at Halt station BUT excluding the day of Exit / Resumption of movement from Halt station)
21.01	For example, if the vehicle reached at site for unloading and made IN entry on 10.11.2026, the free period (3 days) will be available up to 12.11.2026. However, if the EXIT entry of the vehicle is made on 15.11.2027, then detention will be calculated excluding 15.11.2026 and free period (3 days) and two days will be eligible for detention.
21.03	For dispatches from BHEL, Area IN and Area EXIT will be taken for calculation of detention. Both Area IN and Area EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will not be counted for calculation of detention.

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21.04	Loading & Unloading within BHEL premises Area "In" and Area "Out" entry will be made only if the Transporter's representative available while reporting in and exit of vehicles
21.05	If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.
21.06	The rate of detention charges is **₹2,200/- per day**
21.07	**DETENTION AT LOADING POINTS**
21.07.01	Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Logistics / MM etc.)
21.08	**DETENTION AT UNLOADING POINTS**
21.08.01	Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal.
21.08.02	**In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site** In such case the date of arrival of vehicle at Site, **based on the GPS report** will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by not below the rank of DGM of Commercial / end user.
21.09	**DETENTION AT EN-ROUTE**
21.09.01	If vehicle is detained en-route for want of documents, non-compliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable **based on the GPS report which shows the waiting / detention period.** Wherever GPS is not mandatory then the waiting / detention period will be based on certification by not below the rank of DGM of Commercial / end user.
21.09.02	It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Logistics / Stores / Harbour & CFS and Sites / commercial certification if applicable etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
21.09.03	Detention beyond 30 days shall be considered after necessary approval from not below the rank of AGM or HOS of Commercial or end user which is **restricted up to 50 Days**. Detention beyond 50 days will be dealt separately and Charges can be paid based on specific approval from the executive of Commercial or user Agency.
21.09.04	Detention will not be paid if GPS is not fixed however the same may be paid subject to waiver of GPS penalty as per the appropriate waiver clause.
21.010	**Detention Charges for empty vehicle out:** If the vehicle is called for and allowed inside BHEL or any other Loading point and after that the vehicle is sent out without loading for the reasons not attributable to the transporter, then detention charges will be paid as per the specified rates on per day basis without considering any free period. i.e. if vehicle sent out on the same day, one-day detention will be paid and so on.
22	**HILLY REGION CHARGES**
22.01	Not Applicable
23	**POWER BLOCK / HEIGHT GAUGE CHARGES:**
23.01	The power block / height gauge charges at railway crossings shall be paid initially by the transporter.
23.02	The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid.
23.03	Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of at least four (4) working days shall be considered at each gate subject to submission of the proof. Additional grace period may be considered if substantiated by documentary evidence and approved by AGM(Logistics) or HOS(not below rank of DGM) Logistics.
24	**MULTI POINT COLLECTION & DELIVERY CHARGES**
24.01	This multi-point collection charges are applicable for all Consignment Categories
24.02	For the first point of loading, collection charges are not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.

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24.03	Example: If a vehicle is collecting 3MT from the first collection point and goes to the second collection point which is 10KM away from the 1st collection point, and picks up the load of another 4MT and then goes to the 3rd collection point which is 15 KM away from the 2nd collection point and picks up another 1 MT then it goes to the destination. In this case the multi-point collection charges will be as follows: - 1st point : No collection Charges 2nd point : Rate X 10KM X 3MT 3rd point : Rate X 15KM X (3MT + 4MT)
24.04	The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
24.05	The above logic will be applicable for multi-point door delivery also.
24.06	If the Carrier has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
24.07	For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.
24.08	Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Logistics / MM / Purchase / Commercial etc.)
25	**BILLS & PAYMENT**
25.01	Only the actual dimensions of the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc.) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.
25.02	In regard to the weight of the consignment booked, in whichever unit, weigh bridge is available **within Logistics/Shipping department**, the actual weight weighed by BHEL will be the authorized weight for freight billing. If weight bridge is not available within Logistics/Shipping, GMS weight flown from SAP/other means along with packing material weight added by Logistics/shipping will be considered for freight billing.
25.04	**Excess Weight**
25.04.01	Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
25.04.02	Payment will be made for the higher slab of the given category for which the vehicle has been called or the loading capacity of vehicle, whichever is lower. Loading capacity of vehicle (As per RC of vehicle) to be verified before loading of vehicle.
25.04.03	**However, variation (in excess) from Document weight / GMS weight to actual weight Less than 1 MT will not be considered as excess weight for freight payment.**
25.04.04	If excess weight is noted by the Carriers within the loading City, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighment made at BHEL premises before certification.
25.04.05	If the excess weight is found en-route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
25.04.06	If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of Sr. Manager.
25.04.07	Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT basis of the respective rate schedule.
25.04.08	In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Tax Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.
25.05	**Distance for freight payment**

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25.05.01	The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).
25.05.02	BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
25.05.03	Wherever the particular station is not exhibited in the system of BHEL, the distance shall be calculated as per the order of priority as specified below: • Route map of India prepared by the Survey of India. • Maps.google.com (website) • Maps.yahoo.com (website)
26	**TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:**
26.01	The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
26.02	The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
26.03	The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.
26.04	It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
26.05	The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.
26.06	Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
26.07	Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
26.08	Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
26.09	All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
26.10	Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety
27	**ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE**
27.01	The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
28	**PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:**
28.01	To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure the following: -
28.02	Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
28.03	That good quality lashing ropes in sufficient numbers **(Minimum 8 nos.),** with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per the lashing scheme provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle, whenever explicitly mentioned by BHEL. **Any delay / damage in this regard will be accountable to the transporter.**
28.04	Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.

SL	Clause
28.05	Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
28.06	Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
29	**SAFETY OF CONSIGNMENT:**
29.01	The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
29.02	Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
29.03	The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
29.04	Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
29.05	Transporter shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
29.06	Where all measures have exhausted and still the consignment is not received / accepted by the consignee, material shall be rebooked to the Consignor, after getting due written permission from the consigner, but no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.
30	**STATUTORY OBLIGATIONS OF TRANSPORTER:**
30.01	The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
30.02	The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
30.03	The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever require to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
30.04	The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
30.05	Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
31	**ROUTE, SURVEY, PERMIT etc.**
31.01	All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
31.02	Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or WCM (CONTRACTS DEPARTMENT) and authorized personnel.
31.03	It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
31.04	In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the

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	statutory authorities concerned for transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
31.05	The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.
31.06	The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost.
31.07	All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.
32	**LASHING OF THE CONSIGNMENTS**
32.01	**Lashing and securing of the consignments for transportation will be the responsibility of the Transporter**
32.02	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
32.03	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.
32.04	Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged. **Requirement of such materials will be communicated in demand itself by the demand creator and same will be verified by the Security officials (in line with the materials asked during demand creation) and after verification only, the vehicle will be allowed to come inside.**
32.05	Wherever applicable and demanded by BHEL, only nylon belts/rubber sleeved chains should be allowed for lashing and wherever applicable and demanded by BHEL, Goose pipes should be sleeved with rubber, to avoid metal to metal contact.
32.06	Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
32.07	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.
32.08	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.
32.09	When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
32.10	When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
32.11	The loading of multiple components one over the other shall not be done.
32.12	Soft rubber pads shall be used to lash on the product metal surface
32.13	In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
32.14	In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
32.15	In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
32.16	Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
32.17	Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
32.18	Components loaded in the vehicle should not be unloaded and stored in any other premises / in

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	the yards of the Transporter.
32.19	The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
32.20	The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.
33	**PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION**
33.01	Transporters shall bring along with trailer 2.6 to 3 mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.
33.02	For loading inside BHEL premises, wherever indicated by BHEL in the demand, 'Vehicle Entry Security Pass' will have a checklist that will include the goose pipes (minimum 2000 mm and qty 8 nos.), wooden scantlings (70 x 70 x 2430 in mm and qty 8 nos.). If transport carrier not brought the supporting structural, the same will be provided by BHEL and the cost of such structural will be recovered from the Transporter's freight bill. If BHEL provides supporting structural, the details of the same will be indicated by the demand created in VIS (if applicable), which will reflect in the demand itself.
33.03	Applicable rates for deduction are as follows: S. No. | Name of supply | Unit of measurement | Cost per unit (₹) 1 | Goose Pipe | Number | 940 2 | Wooden Support | Number | 380
33.04	The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above, shall be provided by BHEL for ODC.
34	**INSURANCE COVERAGE AND CLAIM**
34.01	Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.
34.02	The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.
34.03	Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
34.04	The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
35	**DAMAGE / LOSS**
35.01	If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs. OR During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.
35.02	On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.
35.03	The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.
35.04	However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.
36	**OPEN DELIVERY**
36.01	In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.
36.02	Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility

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36.03	Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.
37	**ACCIDENTS**
37.01	All accidents at any point shall be reported to agency concerned and WCM (CONTRACTS DEPARTMENT) in writing through mail within 24 Hrs followed by hard copy within two days. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
37.02	Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM (CONTRACTS DEPARTMENT) as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and WCM (CONTRACTS DEPARTMENT) for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters
37.03	No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.
37.04	The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.
38	**RETURN FREIGHT PAYMENT FOR TRANSPORTING THE DAMAGED CONSIGNMENT BACK TO RESPECTIVE BHEL UNIT AFTER BHEL QC CLEARANCE.**
38.01	In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters
38.02	In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL.
39	**GOODS CONSIGNMENT NOTE**
39.01	G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
39.02	The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.
39.03	Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.

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39.04	The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.
39.05	More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.
39.06	The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / WCM (CONTRACTS DEPARTMENT) and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
39.07	The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.
40	**TAX INVOICE**
40.01	Duplicate Transporter Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.
40.02	In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
	In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant duty forms as applicable.
41	**DESPATCH & ENROUTE DOCUMENTS**
41.01	While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carriers responsibility
41.02	Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from Stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
41.03	The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
41.04	If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason attributable to the transporter and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
41.05	The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers
42	**ESCORT FOR CONSIGNMENTS**
42.01	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.
43	**INDEMNITY:**
43.01	The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
43.02	The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising

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	out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.
43.03	The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: - a) Observance of Labour & Industrial Laws. b) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract. c) Documentary compliance relating to freight billing. d) Indemnity shall cover the entire transit right after loading to the unloading at destination. e) Offline RTO Slips for ODC penalty reimbursements.
44	**RIGHTS OF BHEL**
44.01	In case of nonperformance of the Contractor(s), BHEL may enter into parallel Contract simultaneously other than this contract with any number of Transporters as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the schedules / consignment categories.
44.02	In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
44.03	All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition, BHEL has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
44.04	The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However, hiring of vehicles and services from other agencies/ Transporters is permitted.
44.05	No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
44.06	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
44.07	It is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the despatch of the materials being despatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
44.08	BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.
45	**BHEL'S FRAUD PREVENTION POLICY**
45.01	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.
46	**BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**
46.01	"The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
47	**INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND**

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	PUNITIVE ACTION THEREOF:
47.01	**Commitment by BHEL:**
47.01.01	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
47.02	**Commitment by Bidder/ Supplier/ Contractor:**
47.02.01	The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
47.02.02	The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
47.02.03	The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
47.02.04	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions".
48	**EMS, SECURITY AND SAFETY REGULATIONS**
48.01	Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.
49	**PERFORMANCE EVALUATION**
49.01	Performance Evaluation of each Carrier will be made by the respective Logistics Dept. / User Dept. based on (i) Placement of vehicles against our demands, (ii) Delivery in time, (iii) Transshipment enroute, (iv) Updating daily vehicle movement status in VIS, (v) Response, (vi) adherence to quality aspects etc.,
49.02	Suitable penal action viz, Business Hold & De-Listing etc., will be initiated on the underperforming / non performing carriers, as per BHEL's procedure & guidelines for Suspension of business Dealings with Suppliers / Contractors.
50	**MICRO & SMALL ENTERPRISES (MSE)**
	MSE suppliers can avail the intended benefits only if they submit copy of UDYAM Registration Certificate along with the offer.
	Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.
	However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
	In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women.
	Definitions of MSEs owned by SC/ST is under:
	In case of proprietorship firm, proprietor must be SC/ST.
	In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
	In case of private limited companies, at least 51% share must be held by SC/ST promoters.
	Definitions of MSEs owned by Women is under:
	In case of proprietorship firm, proprietor must be woman.

SL	Clause
	In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
	In case of private limited companies, at least 51% share must be held by women promoters.
	Authorized Offices to Issue SC/ST certificate.
	The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
	District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
	Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
	Revenue Officer not below the rank of thasildar.
	Sub-Divisional officer of the area where the individual and / or his family normally resides.
	To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
51	**START-UP CONCESSION**
	Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, Start-Up certificates in the relevant field, issued by department of industrial policy and promotion shall be submitted along with the tender.

52	**CONTRACT DOCUMENTS**
	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.
53	**INTERPRETATION OF THE CONTRACT**
	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 as per Clause 2.32 Of General Conditions Of Contract (GCC)- Section -J-2 *Note: Any annexure to any of the above shall be read along with the covering document.* c) In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor. 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. 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.
54	**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.
55	**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.
56	**CONTRACTOR'S OBLIGATIONS**
56.01	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.

56.02	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.
56.03	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.
56.04	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.
57	**TERMINATION**
57.01	**Termination for BHEL's Convenience**
57.01.01	BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.
57.01.02	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.
57.01.03	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;
57.02	**Termination for Contractor's Default**
57.2	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 therefor to the Contractor: (a) 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 (b) has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed; (c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract; 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. (d) 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. (e) 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.
57.3	**Termination by Contractor**
57.03.01	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 terminate the Contract.
57.03.02	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 upto the date of termination

PART-2

ANNEXURE-P1

PRICE BID

WORK / RATE SCHEDULE

SL No	Rate Sch	Scope of Work	Number of Carriers required	Approx. Quantity (MT)	Rate in ₹ per MT per km (Excluding GST)
1	SFPUNE1	From Pune vendors to APL Raigarh and APL Raipur	**2**	**450**	**< to be filled in NIC Portal only>**
2	SFPUNE2	From Pune vendors to APL Anuppur and APL Mirzapur	**2**	**1150**	**< to be filled in NIC Portal only>**

Note:

The quantity (MT) given above is only indicative. Variation up to +30% will be allowed and has to be accepted by the transporters.