



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 तिरुच्चिरापल्ली / BHEL Tiruchirappalli)

फोन /Phone : 0431-2571519 / 8187 | ईमेल /Email : umashankarm@bhel.in

NOTICE INVITING e-TENDER (NIT)

SL	Description	Details
1	Scope of Work	<p>(i) Collection of raw materials / components from BHEL Stores, Loading the same to the Vehicle, transportation and delivery of components to vendor works for vendors located within 60km radius from BHEL factory by engaging Lorry Vehicle.</p> <p>(ii) Collection of raw materials / components from BHEL Stores, Loading the same to the Vehicle, transportation and delivery of components to vendor works located in and around Chennai, Coimbatore, Madurai, Tiruchengode, Dindigul, Hosur and Bangaluru with collection of finished goods from the same vendor works on round trip basis (up & down) , by engaging Lorry Vehicle.</p>
2	Period of contract	One Year from the date of award of contract
3	Quantity	6,374.99 MT Approximately.
4	Splitting of Work	Not Applicable
5	Reverse Auction	Not Applicable
6	Earnest Money Deposit (EMD)	Not Applicable
7	Security Deposit	5% of order value.
8	For Obtaining MSE benefits in Payment terms and allocation of works / contract	<p>MSE (Micro and Small Enterprises only) By submitting only <u>Udyam Registration</u> certificate or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.</p> <p>Important Note: Vendor has to select MSE purchase preference as <YES/applicable= while submitting the offer to avail the MSE benefits along with submission of above mentioned documents.</p>
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	Last date of receipt of filled-in Tender / Offer	02.00 P.M. on 19.04.2025 Online bid opening through GeM Portal i.e. https://eprocurebhel.co.in
11	Date, Time & Place of opening of Techno-Commercial bid (Part-I)	02.30 P.M. on 19.04.2025 Online bid opening through GeM Portal https://gem.gov.in/
12	Date, Time & Place of opening of Price Bid (Part-II)	Online bid opening through GeM Portal https://gem.gov.in/ The date / time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.

13	Contact details for queries related to Scope of Work / Material readiness / technical specifications	K K Arun / Dy. Manager / Valves Sub-Contracting e-mail : kkarun@bhel.in / Ph: 0431 257 6526
14	Contact details for queries related to tender	Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.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) [Annexure-J-1 : Buyer Added Bid Specific Additional Terms & Conditions \(ATC\)](#)
- 3) [Annexure-J-2 : Special Conditions of the Contract \(SCC\)](#)
- 4) [Annexure-J-3 : General Conditions of Transportation Contract \(GTC\)](#)
- 5) [Annexure-J-4 : General Conditions of Contract \(GCC\)](#)
- 6) 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**

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

ANNEXURE- J-1

Buyer Added Bid Specific Additional Terms & Conditions **(ATC)**

SL	Clause																					
1	PRE QUALIFICATION CRITERIA:																					
	TECHNICAL:																					
	1. ORGANIZATION/FIRM REGISTRATION																					
	Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, 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: -																					
	<table><tr><th>SL</th><th>Type of Organization</th><th>Documents to be submitted</th></tr><tr><td>1</td><td>Sole Proprietorship</td><td>Trade License / GST registration / Auditor’s letter / PAN</td></tr><tr><td>2</td><td>Partnership</td><td>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</td></tr><tr><td>3</td><td>Unregistered Partnership</td><td>Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN</td></tr><tr><td>4</td><td>Private Limited Company</td><td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td></tr><tr><td>5</td><td>Public Limited Company</td><td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td></tr><tr><td>6</td><td>Public Sector / Govt. org.</td><td>Certificate of Incorporation / Memorandum of Association & Articles of Association</td></tr></table>	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
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1.1	<p>1.1) Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.</p> <p>1.2) GST registration Number: If the bidder is registered with GST, then the copy of GST certificate shall be enclosed.</p> <p><u>2. FLEET OWNERSHIP:</u></p> <p>2.1 The bidder should have minimum 2 Nos. of Lorry / Truck of Registered RC Book Passing weight of Minimum 7MT capacity in the Name of their Company / Group of Companies, Board of Directors, Partners etc., and all confirming to the relevant provisions of MV Act.</p> <p>2.2 The leased vehicles are also accepted. In this case, un-conditional lease agreement shall be executed, in Stamp Paper as per Indian Stamping Act, between leaser and the Bidder.</p> <p>2.3 The Photostat copies above lease agreement duly Bidder self-attested or attested by Notary shall be enclosed along with the bid.</p> <p>2.4 The Photostat copies of R.C Books (for both owned & leased vehicles) duly self-attested by Bidder or attested by Notary shall be enclosed along with the bid.</p>																					

SL	Clause
	<p><u>3. MANDATORY BRANCH OFFICE:</u></p> <p>3.1 Definition of the Branch: An Office with Land line phone / Cell Phone facility.</p> <p>3.2 Bidder must have at least one branch at Trichy or any place within Tamil Nadu.</p> <p>3.3 Documentary proof (Registration Documents / Lease agreement / latest Telephone Bill Receipt/ EB Bill Receipt etc.) shall be enclosed.</p> <p>3.4 Surprise checks may be carried out for verification of the office premises.</p> <p>3.5 If Bidders declare in the offer that they will open the branch office/s as per the Tender conditions, within 30 days from the date of issue of LOI, such Bidders can also be considered for further evaluation. If they become successful in this Tender, technically & commercially, LOI can also be awarded. In such case, if the branch office is not opened within 30 days from the date of issue of LOI, BHEL, at their discretion, may cancel the LOI awarded and it shall be treated as breach of Contract by the Carrier and BHEL shall have all the remedies for breach of Contract available under this Tender and also applicable laws. It may be noted that such carriers, who have not opened the branch offices as declared, shall not have the right to repudiate the LOI / RC on their own under this clause and the Carrier/s is/are bound to lift the loads as per demands given, if any.</p>
1.2	FINANCIAL:
	Not Applicable
1.3	Submission of Integrity Pact duly signed (applicable for estimate ≥ 2 Cr) - 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:
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
2	SCOPE OF SUPPLY:
	<p><u>DETAILED SCOPE OF WORK</u></p> <ol style="list-style-type: none"> 1. Locating the raw materials / components from all BHEL stores like (Ward 20, 33, 37, etc.) based on available MIV. 2. Grouping of these components in a single location or at the wards itself, where they have to be collected. 3. Coordinating with the security, witnessing and counting the components in consultation with various Stores. 4. Loading the raw materials / components from BHEL stores and unloading the raw materials/components at subcontracting vendor works & vice versa. 5. Coordinating and completing all the documentation works and security clearance, etc. 6. Delivering the raw materials / components to various subcontracting vendor works and receiving the acknowledgement duly signed and stamped from the subcontracting vendors for having received the DC quantity. 7. Load collection from the subcontracting vendors located in and around Trichy, Chennai & Chennai port, Coimbatore, Madurai, Tiruchengode & Dindigul, Hosur & Bengaluru with the return load on round trip basis.

SL	Clause
	<p><u>LOCAL TRIP (IN AND AROUND TRICHY)</u></p> <p>1. Collection of raw materials / components from BHEL Stores and delivery of components to vendor works for vendors located within 60km radius from BHEL factory.</p> <p><u>ROUND TRIP (OUTSIDE TRICHY)</u></p> <p>1. Collection of raw materials / components from BHEL Stores and delivery of components to vendor works (Onward). Also, collection of finished goods from the vendor works and delivery to BHEL stores (Return). The kilometer indicated for these locations and corresponding per ton rate quoted by the vendor for each of these round trips is considering of both onward and return trips. BHEL will make payment to transport vendors for the onward trip tonnage only. There is no billing for return transport. However, if the return load tonnage is higher than onward load, payment will be made only for return load tonnage, subject to submission of weighing slip by transporter.</p> <p><u>DISTANCE:</u></p> <p>1. Maximum of 60 km radius from BHEL Factory for Local Trip and above the limit for Round Trip.</p> <p><u>OTHERS</u></p> <p>1. Number of trips to meet our requirement are to be planned in advance.</p> <p>2. The bills of the transporters are to be duly certified by the authorized official.</p> <p>3. Raw materials/components are to be delivered within 7 days from the date of MIV Clearance and for delay, the penalty is applicable.</p> <p>4. The transportation charges will be paid to the transporter by BHEL as per the contract.</p> <p>5. Loading Range of 7MT to RC book passing weight capacity of vehicle will be ensured for Local Trip & Round trip.</p> <p>6. Vendor has to place the vehicle within 24hrs on demand.</p> <p>7. Certification provision: In case of urgency, certification of full load can be done by user agency if the load on particular day falls below 7MT for both local trip & round trips. In such cases, the assured weight of 7MT will be considered for payment.</p> <p>8. For more than 7MT, the actual weight of consignment loaded will be considered for payment, restricted to RC book passing weight capacity of vehicle. It is the responsibility of the Transport Carriers to ensure the consignments are loaded within the RC passing weight capacity of the vehicle.</p> <p>9. List of subcontractors to whom materials are to be transported is enclosed as Annexure-B. There may be addition of new subcontractor or deletion of existing subcontractor based on MISCC committee recommendation.</p> <p><u>LOCAL TRIP SCHEDULE:</u></p> <p>1. First day - Contractor has to report at BHEL/ Trichy and leave after loading of materials. Transportation to the destination and delivery of materials at vendor works on same day.</p>

SL	Clause		
	<p><u>ROUND TRIP SCHEDULE:</u></p> <ol style="list-style-type: none"> 1. First day – Contractor has to report at BHEL/ Trichy and leave after loading of materials. Transportation to the destination. 2. Second day – Transportation to the destination & after delivery of materials, the contractor has to collect the items at Sub-Contractors works, in the same vehicle, and leave destination. Return trip to BHEL/ Trichy. 3. Third day- Contractor has to report at BHEL/ Trichy and unload the materials from Sub-Contractors. <p>LOADING AND UNLOADING</p> <ol style="list-style-type: none"> 1. Loading & Unloading is the responsibility of Transporter. BHEL Store will assist the transporter for the same. 2. However, BHEL will provide equipment such as Fork lift and cranes etc., for loading and unloading of the materials at BHEL premises. 3. The transporter has to bring 3 load men while placing the vehicle for loading & unloading. <p>DOOR COLLECTION AND DOOR DELIVERY</p> <ol style="list-style-type: none"> 1. The Contactor has to door collect the materials from BHEL Trichy & Sub-Vendors located in and around BHEL Trichy. 2. The Contractor has to door deliver the consignment to various Sub-Contractor works located in and around Trichy, Chennai, Coimbatore, Madurai, Dindigul, Tiruchengode, Hosur and Bangaluru. 3. No separate door collection & door delivery charge will be paid to the contractors. 		
3	PRICE BASIS		
	<table border="1"> <tr> <td> Price Bid *Vendor to Quote “Rate per MT” with GST (i.e., inclusive of GST) </td><td> Please quote Rate per MT Including GST Diesel Price Variation Clause is applicable Bonus Clause and ORC are not applicable to this contract. </td></tr> </table>	Price Bid *Vendor to Quote “ Rate per MT ” with GST (i.e., inclusive of GST)	Please quote Rate per MT Including GST Diesel Price Variation Clause is applicable Bonus Clause and ORC are not applicable to this contract.
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4	TAXES & DUTIES		
4.1	<p>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)</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>		
4.2	GST (Goods and Services Tax)		
4.2.1	<p>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.</p>		
4.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract		

SL	Clause
	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.
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

SL	Clause
	subsequently amended/altere/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	<p>Variation in Taxes & Duties:</p> <p>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.</p> <p>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.</p> <p>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.</p>
4.3	Income Tax:
	TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.
7	DELIVERY:
	<u>As per Special Conditions of the Contract (SCC)</u>
8	TRANSIT INSURANCE
	<u>As per Special Conditions of the Contract (SCC)</u>
9	PAYMENT TERMS:
a	<p><u>DIMENSIONS & WEIGHT FOR PAYMENT</u></p> <ol style="list-style-type: none"> 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. In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available. <p><u>Excess Weight</u></p> <ol style="list-style-type: none"> Excess weight means, the weight of the consignment weighed is found to be more than GMS weight. If excess weight is noted by the Carriers within Trichy Limit, 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. If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced. If the excess weight is noted at the destination point, the weigh-bridge slip certified by

SL	Clause												
	<p>the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of SR. MANAGER.</p> <p>5. Based on the above documentary evidence, the claim for excess freight will be considered by BHEL for freight payment.</p> <p>6. 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.</p> <p><u>TIME OF SUBMISSION OF FREIGHT BILLS</u></p> <p>1. Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month.</p> <p>2. However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.</p> <p>3. Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM of the concerned end user.</p> <p><u>Mode of Payment</u></p> <p>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 below, after receipt of the bill along with consignee’s acknowledgement.</p> <table><tr><th>SL</th><th>Type of Bidder</th><th>Number of days</th></tr><tr><td>1</td><td>Micro & Small Enterprises (MSEs)</td><td>100% Payment _ 45 Days from CRAC date</td></tr><tr><td>2</td><td>Medium Enterprises</td><td>100% Payment _ 60 Days from CRAC date</td></tr><tr><td>3</td><td>Non MSME</td><td>100% Payment _ 90 Days from CRAC date</td></tr></table>	SL	Type of Bidder	Number of days	1	Micro & Small Enterprises (MSEs)	100% Payment _ 45 Days from CRAC date	2	Medium Enterprises	100% Payment _ 60 Days from CRAC date	3	Non MSME	100% Payment _ 90 Days from CRAC date
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2	Medium Enterprises	100% Payment _ 60 Days from CRAC date											
3	Non MSME	100% Payment _ 90 Days from CRAC date											
	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”.												
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION:												
14.1	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												

SL	Clause
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
14.2	Remedies in case of Breach of Contract.
i	Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor 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 Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor 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 Supplier/Vendor.
v	<p>If Supplier/Vendor 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:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor 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.</p>
vi	In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
vii	It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
viii	In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
	<p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future</p>

SL	Clause
	<p>enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>
	LD against delay in executed supply in case of Termination of Contract:
	<p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. Let the value of executed supply till the time of termination of contract= X</p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$</p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor.</p>
18	LIQUIDATED DAMAGE
	<p>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 as under shall be levied.</p> <p>Raw materials/components are to be delivered within 7 days from the date of MIV Clearance and for delay, the penalty is applicable.</p> <p>Date of MIV clearance of raw material/component and the date of reporting of vehicle at the unloading point will be excluded.</p> <p>In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.</p> <p>If the Contractor fails to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the NIT/contract, BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> <p><u>Waiver of LD</u></p> <p>Wherever there is a late delivery, penalty will be levied. However, in case of exceptional situations where the BHEL Official not less than DGM of the user Dept. (Valves), shall, based on the representation received from the transporter on ‘case to case’ basis, upon verifying the proof of major breakdown beyond the purview of the Transporter, waive off the penalty.</p> <p>Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.</p>
21	SETTLEMENT OF DISPUTE
	<p>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</p>

SL	Clause
	<p>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.</p> <p>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 21.1</p>
21.1	CONCILIATION:
	<p>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)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
21.2	ARBITRATION:
21.2.1	<p>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 Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p>
21.2.2	<p>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.</p>
2.2.3	<p>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 a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p>
21.2.4	The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
21.2.5	The Arbitration proceedings shall be in English language and the seat and venue of Arbitration

SL	Clause
	shall be Madras High Court, Arbitration Centre (MHCAC)
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.
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.
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.
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.
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.
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.
22	JURISDICTION
	Subject to clause 21 of this contract, the Civil Court having original Civil Jurisdiction Tiruchirappalli, Tamil Nadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
	GOVERNING LAWS
	The contract shall be governed by the Law for the time being in force in the Republic of India.
23	FORCE MAJEURE
23.1	"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

SL	Clause		
	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.		
23.2	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.		
23.3	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 occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.		
23.4	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.		
23.5	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not v) Constitute a default or breach of the Contract. vi) 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.		
26	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.		
27	SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:		
	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / 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 .		
28	<p>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-</p> <table border="1"> <tr> <td> <p>Contact details for queries related to tender:</p> <p>Mr. Anjana Pachori, Dy. Manager/ WCM Phone; 0431 257 8187 e-mail: apachori@bhel.in</p> <p>Mr. M.Umashankar, Engineer/ WCM; Phone: 0431 257 1519 e-mail: umashankarm@bhel.in</p> </td><td> <p>Contact details for queries related to Scope of Work / Material readiness / technical specifications</p> <p>Me. K K Arun / Dy. Manager / Valves Sub-Contracting Phone: 0431 257 6526 e-mail : kkarun@bhel.in /</p> </td></tr> </table>	<p>Contact details for queries related to tender:</p> <p>Mr. Anjana Pachori, Dy. Manager/ WCM Phone; 0431 257 8187 e-mail: apachori@bhel.in</p> <p>Mr. M.Umashankar, Engineer/ WCM; Phone: 0431 257 1519 e-mail: umashankarm@bhel.in</p>	<p>Contact details for queries related to Scope of Work / Material readiness / technical specifications</p> <p>Me. K K Arun / Dy. Manager / Valves Sub-Contracting Phone: 0431 257 6526 e-mail : kkarun@bhel.in /</p>
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SL	Clause
29	<p>Order of Precedence:</p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <p>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</p> <p>b. Buyer Added Bid Specific Additional Terms & Conditions (ATC)</p> <p>c. Special Conditions of Contract (SCC)</p> <p>d General Conditions of Contract (GCC)</p>
30	<p>NOTE:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
31	<p>Enclosure:</p> <p>Annexure-1: Check List.</p> <p>Annexure-2: Offer forwarding letter / tender submission letter</p> <p>Annexure-3: No Deviation Certificate</p> <p>Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings</p> <p>Annexure-5: Declaration by Authorized Signatory</p> <p>Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents</p> <p>Annexure-10: Declaration reg. Related Firms & their areas of Activities</p> <p>Annexure-11: Declaration for relation in BHEL</p> <p>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-15: Power of Attorney for submission of tender.</p> <p>Annexure-14: Proforma of Bank Guarantee for Security Deposit</p>

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	
E	DESCRIPTION	APPLICABILITY (BY BHEL)
		ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable / Not Applicable
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable / Not Applicable
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable / Not Applicable
iv.	Copy of PAN Card & GST registration	Applicable / Not Applicable
v.	Submission of MSE certificate as specified in Tender	Applicable / Not Applicable
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable / Not Applicable
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable / Not Applicable
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable / Not Applicable
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable / Not Applicable
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable / Not Applicable
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable / Not Applicable
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable / Not Applicable
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable / Not Applicable
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable / Not Applicable
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable / Not Applicable

xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Security Deposit Annexure – 17	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)



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,
Dy. 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: [GEM/2025/B/6109773, dt.09.04.2025](#)

Having examined the tender documents against your NIT No. GEM/2025/B/6109773, dt.09.04.2025 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 Raw Materials and Components from Valves Stores, HPBP to Valves subcontracting vendor works**, 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:



CERTIFICATE OF NO DEVIATION

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

To,

Dy. 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: [GEM/2025/B/6109773, dt.09.04.2025](#)

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,

Dy. 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: [GEM/2025/B/6109773, dt.09.04.2025](#)

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:

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

To,

Dy. 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: [GEM/2025/B/6109773, dt.09.04.2025](#)

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,

Dy. 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. [GEM/2025/B/6109773, dt.09.04.2025](#)

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,

Dy. 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,

Dy. 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: [GEM/2025/B/6109773, dt.09.04.2025](#)

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

Tick (✓) any one as applicable:

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

OR

2. The Proprieter, 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 – 12

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

Dy. 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 reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref:

- 1) NIT No: [GEM/2025/B/6109773, dt.09.04.2025](#)
- 2) All other pertinent issues till date

We hereby certify that the items/works/services offered by BHEL Trichy has a local content **of %** and this meets the local content requirement for ‘Class-I local supplier’ / ‘Class II local supplier’ ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|------|------|
| 1. _ | 2. _ |
| 3. _ | 4. _ |
| ... | |

Thanking you, Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

Dy. 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 compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref:

- 1) NIT No: [GEM/2025/B/6109773, dt.09.04.2025](#)
- 2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that(SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

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 Raw Materials and Components from Valves Stores, HPBP to Valves subcontracting vendor works](#) vide [GEM/2025/B/6109773, dt.09.04.2025](#)

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- J-2

Special Conditions of the Contract (SCC)

1 METHOD OF EVALUATION OF PRICES

- 1.2 BHEL will finalize the rates through GeM Portal. Reverse Auction will not be conducted. Hence Tenderers are requested to give their best prices at the first instance itself.
- 1.3 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.4 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- 1.5 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

2 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 2.1 Only those Bidders who meet all the requirements as per Pre-Qualification Requirements (PQR) will be considered for further evaluation. Otherwise offers are liable for rejection.
- 2.2 Then, the Techno-commercial bid of the bidder shall be evaluated for acceptance of technical and commercial terms.
- 2.3 Prior to opening of price bid, BHEL will determine whether each bid is accompanied by required commercial terms & conditions, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document.

3 EVALUATION OF THE PRICE BID

- 3.1 Techno commercially qualified offers will be considered for price evaluation.
- 3.2 Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL, Trichy i.e. on cumulative L1 value for the entire scope of requirements).
- 3.3 The contract will be awarded to a single vendor for the total scope, based on the above evaluation.
- 3.4 In case more than one bidder happens to occupy L-1 status, the L-1 bidder shall be decided by random algorithm of GeM portal.
- 3.5 Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

4 COUNTER OFFER

- 4.1 Counter offer is applicable for the MSE bidders if the rate quoted is equal or less than L1+15%.
- 4.2 In case of non- MSE bidder become L1, then counter offer will be given to MSE bidders as per merit, if quoted rate will be within L1+15% and if accepted, **entire quantity will be awarded to MSE bidder.**

5 LOAD DISTRIBUTION

- 5.1 BHEL Trichy unit will allot the load through BHEL's VIS-TCBS (Vendor Information System - Transport Carrier Booking System) "Demand" System, **Individual rate schedule wise.**
- 5.2 A "**Demand**" is a call / order to the transporter for placing a vehicle.

6 CRITERIA FOR AWARD OF WORK

- 6.1 The evaluation of offer for award of work shall be on the Lump sum basis for L1 (lowest bidder).
- 6.2 In case of more than one L1 bidders, GeM Random selection algorithm will be used for L1 selection. The bidder needs to accept the offer within 72 hours.

7 DIESEL PRICE VARIATION CLAUSE (PVC)

- 7.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel price Variation Clause as given below: -
- 7.2 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	Lorry
Fixed Cost	60%
Diesel Variable Cost	40%

- 7.3 Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/reduced by 5.1%.
- 7.4 The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.
- 7.5 Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
- 7.6 The reference diesel rate shall be the actual diesel rate as on date of Techno Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.iocl.com) prevailing at Chennai.
- 7.7 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.
- 7.8 Sample calculations: -
- 7.8.1 Say for a particular rate schedule the finalized rate is ₹ 1000 per MT
- 7.8.2 The fixed cost is ₹ 600 (60%) and the variable cost is ₹ 400 (40%)
- 7.8.3 If the base diesel price increases from ₹ 80 to ₹ 84 (5%) rates will not be revised
- 7.8.4 Further the diesel rate is increased to ₹ 86 i.e increase is 7.5% then the variable portion alone will be increased to 7.5% i.e. $600 + (\text{₹ } 400 \times 7.5\%) = \text{₹ } 600 + \text{₹ } 430 = \text{₹ } 1030$
- 7.8.5 Further if the rate increases to ₹ 87 i.e 8.75% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%)
- 7.8.6 Further if the rate is increases to ₹ 89 i.e. i.e increase is 11.25% then the variable portion alone will be increased to 11.25% i.e. $\text{₹ } 600 + (\text{₹ } 400 \times 11.25\%) = \text{₹ } 600 + \text{₹ } 445 = \text{₹ } 1045$.
- 7.8.7 At any cost for variation $\pm 5\%$, the basic freight rate finalized will remain same.
- 7.8.8 The above logic will be applicable for decrease in diesel rate also.

8 VOLUME LOADS & FULL LOADS

8.1 Volume Load: -

8.1.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.

8.1.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than Manager as “Volume Load” and payable for full load.

8.2 Full Load: -

8.2.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)

8.2.2 Full Load Certification: Full load certification means, despatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.

8.2.3 Full Load Certification” has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct despatches from Vendor Works, any end user in case of others and the Certification must be countersigned by an Executive not below the rank of AGM of BHEL.

9 TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

9.1 BHEL expect consignments to be transported in the same vehicles without transshipment en route.

9.2 If transshipment is inevitable en-route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF ALL PRODUCT in advance and obtain prior permission from BHEL Executives, not below the rank of SR. MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment.

9.3 The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise.

9.4 If consignments are transshipped without prior permission a token penalty of 10% of the freight amount involved, will be levied.

9.5 WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.

9.5.1 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 DGM of User Agencies will have the power to waive such penalty on case to case basis.

ANNEXURE- J-3

GENERAL CONDITIONS FOR TRANSPORTATION CONTRACT (GTC)

<u>Clause</u>	<u>DESCRIPTION</u>	<u>CLAUSE</u>
1.	CONTRACT DOCUMENTS	<p>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.</p> <p>b) This agreement is the outcome of joint efforts of the parties.</p>
2.	INTERPRETATION OF THE CONTRACT	<p>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.</p> <p>b) In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below-</p> <p style="padding-left: 40px;">(i) Contract Agreement; (ii) Commercial Terms of the Contract; (iii) Special Conditions of the Contract; and (iv) General Conditions of the Contract</p> <p><i>Note: Any annexure to any of the above shall be read along with the covering document.</i></p> <p>c) In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.</p> <p>d) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.</p> <p>e) All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.</p>
3.	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.
4.	TERM OF THE CONTRACT	<p>a) The duration of the contract will be One Year from date of award of contract by BHEL.</p> <p>b) The contract may be extended at the option of BHEL on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing.</p>

Clause	DESCRIPTION	CLAUSE
5.	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.
6.	CONTRACTOR'S OBLIGATIONS	<p>a) The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.</p> <p>b) The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.</p> <p>c) The Contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.</p> <p>As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.</p>
7.	TYPE OF VEHICLE TO BE PLACED	<p>a) It shall be the sole responsibility of the Contractor 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 Contractor's account.</p> <p>b) The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. 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 valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.</p> <p>c) In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule rate only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This shall also apply to open Body vehicle categories.</p> <p>d) BHEL prefers their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount</p>

Clause	DESCRIPTION	CLAUSE
		<p>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.</p> <p>e) In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and payment will be made for the higher category.</p> <p>f) If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from the designated person of concerned user BHEL agencies. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.</p>
8.	LOADING AND UNLOADING	<p>a) Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Loading & Unloading.</p> <p>b) Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.</p>
9.	DOOR COLLECTION AND DOOR DELIVERY	<p>a) All dispatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.</p>
10.	VOLUME LOADS & FULL LOADS	<p>a) Volume Load: - 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. 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 which occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than the authority mentioned in SCC as "Volume Load" and payable for full load.</p> <p>b) 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 authority mentioned in SCC.</p>
11.	TAXES AND DUTIES	<p>a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., except GST and power block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.</p> <p>b) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.</p>

Clause	DESCRIPTION	CLAUSE
		<p>c) After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.</p>
12.	GST	<p>a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.</p> <p>b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.</p> <p>c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p> <p>d) Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <p>(i) Vendor declaring such invoice in Form GST</p> <p>(ii) Receipt of Goods or Services and Tax invoice by BHEL</p> <p>e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).</p> <p>f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN</p>

Clause	DESCRIPTION	CLAUSE
		<p>portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</p> <p>h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>j) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</p> <p>k) GST is also applicable for all penalties and same will be recovered from defaulted contractor.</p> <p>GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.</p>
13.	DIESEL PRICE VARIATION CLAUSE (DPVC)	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 in the SCC.
14.	PENALTY FOR NON PLACEMENT OF VEHICLES	<p>a) Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub Contractor/Customer/Site Office in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Contractor within stipulated period in the Special Conditions of the Contract.</p> <p>b) For delay in placement of vehicles after free time the penalty as stated in the Special Conditions of the Contract shall be imposed and deducted automatically from the bills of the Contractor.</p> <p>c) In case BHEL demands placement of vehicles even on Sundays or Holidays, the Contractor has to provide vehicle on required date and the same shall be accounted for deciding the late placement charges.</p> <p>d) No late placement penalty to be levied on Sundays/ Holidays, if maximum allowable period falls on Sunday/ Holiday, then that Sunday/</p>

Clause	DESCRIPTION	CLAUSE
		<p>Holiday will not be counted for penalty for late placement. However, If BHEL requests and allows the vehicle to be placed on a Sunday/ Holiday, then that Sunday/ Holiday will also be counted.</p> <p>e) If any Contractor after allotment of a work of transportation, refuses to book the consignment or does not respond within the time, a penalty as prescribed in the Special Conditions of the Contract shall be levied on defaulter Contractor. BHEL may allot this work to any other Contractor approved in that category and half of penalty amount levied on defaulter shall be paid to the Contractor completing that work, as an incentive.</p> <p>f) In the event of 4 such instances consecutively or 8 such instances in totality, contract may be terminated and the Security Deposit of defaulting Contractor may be forfeited.</p> <p>g) The Contractor booking time i.e. the notice time for placement of vehicle will be counted from morning 10 AM, for the Contractor booking done before 10 AM.</p> <p>Also, the Contractor booking time i.e. the notice time for placement of vehicle will be counted from evening 2 PM, for the Contractor booking done after 10 AM.</p>
15.	TRANSIT TIME & LIQUIDATED DAMAGES FOR DELAYED DELIVERY	<p>The zone wise transit time specified in the Special Conditions of the Contract shall have to be ensured by the Contractor. Any failure shall entitle BHEL to recover liquidated damages at the rate prescribed in the Special Conditions of the Contract.</p> <p>In cases where urgent delivery is requested by BHEL and the Contractor arranges delivery earlier than the normal stipulated time, the incentives shall become payable to the Contractor in accordance with the SCC, if so provided.</p>
16.	FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES	<p>a) Providing GPS is mandatory for all the categories of vehicles, except where waived by BHEL.</p> <p>b) 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, mentioned in the SCC, of the basic freight value will be levied.</p> <p>c) Missing of GPS information for few days between the journeys due to non-availability of network / weak 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.</p>
17.	UPDATING OF DAILY VEHICLE MOVEMENT STATUS TO BHEL	<p>The Contractor shall ensure updating of daily vehicle movement status to BHEL in the form and manner prescribed in the SCC. Failure to do so shall attract a penalty at the rate, mentioned in the SCC, of the basic freight value.</p>
18.	TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT	<p>a) The consignments are to be ordinarily transported in the same vehicles without any transshipment enroute.</p> <p>b) Transshipment, if required due to some inevitable circumstances or to meet some contingency, can be done only with the permission of BHEL.</p> <p>c) If the consignment is transshipped without the permission of BHEL, penalty shall be levied as per the SCC.</p>

Clause	DESCRIPTION	CLAUSE
19.	DETENTION CHARGES	<p>a) Detention charges shall be paid extra for the period beyond free period as determined by the SCC. Detention charges shall be payable as provided in the SCC if the vehicles are not loaded / unloaded / released within the stipulated time.</p> <p>b) For dispatches from BHEL, IN and EXIT will be taken for calculation of detention. Both IN and 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 be counted for calculation of detention.</p> <p>c) Loading & Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in and exit of vehicles. If the loading and unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.</p> <p>d) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.</p> <p>e) Detention charges at BHEL premises shall be payable upon certification of an Executive not below the rank of DGM of the user agencies (Logistics / MM etc.)</p> <p>f) Detention charges at unloading points at Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal. <u>In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site.</u> In such case the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by DGM of Commercial / end user.</p>
20.	POWER BLOCK / HEIGHT GAUGE CHARGES	<p>a) The power block / height gauge charges at railway crossings shall be paid initially by the Contractor. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 cm. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of AGM/Logistics on case to case basis.</p>
21.	MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES	<p>a) This multi-point collection charges shall be payable as per the rate prescribed in the Special Conditions of the Contract for all Consignment Categories.</p> <p>b) 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.</p> <p>c) 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</p>

Clause	DESCRIPTION	CLAUSE									
		<p>point and picks up another 1 MT then it goes to the destination. In this case the multipoint collection charges will be as follows: -</p> <table border="1"> <tr> <td></td><td>1st point</td><td>No collection Charges</td></tr> <tr> <td></td><td>2nd point</td><td>Rate X 10KM X 3MT</td></tr> <tr> <td></td><td>3rd point</td><td>Rate X 15KM X (3MT + 4MT)</td></tr> </table> <p>d) The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.</p> <p>e) The above logic will be applicable for multipoint door delivery also.</p> <p>f) If the Contractor 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.</p> <p>g) 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.</p> <p>h) 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.)</p>		1st point	No collection Charges		2nd point	Rate X 10KM X 3MT		3rd point	Rate X 15KM X (3MT + 4MT)
	1st point	No collection Charges									
	2nd point	Rate X 10KM X 3MT									
	3rd point	Rate X 15KM X (3MT + 4MT)									
22.	BILLS & PAYMENT	<p>a) The Contractor shall be paid in accordance with the rates agreed in the Special Conditions/Commercial Conditions of the Contract.</p> <p>b) The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.</p> <p>c) The actual dimensions of the consignment shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Contractor. Any bill without these actual dimensions will not be passed for payment and returned to Contractor.</p> <p>d) In regard to the weight of the consignment booked, especially in case of outward dispatches, BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.</p> <p>e) Excess Weight</p> <p>(i) Excess weight means, the weight of the consignment weight is found to be more than GMS weight.</p> <p>(ii) 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. The above is however not applicable for fast cargo and small and part load.</p> <p>(iii) In case of small and part load, payment shall be made at actuals.</p> <p>(iv) For the purpose of deciding category of vehicle, weight of the consignment shall be taken as the higher of the actual weight and volumetric weight of the consignment.</p>									

Clause	DESCRIPTION	CLAUSE
		<p>(v) However, variation (in excess) from Document weight / GMS weight to actual weight (i) Less than 1 MT for Trailer category (T5 to T8), (ii) Lesser than 750 kg for Taurus Category (T4) and (iii) Lesser than 500 kg for Lorry category (T3) will not be considered as excess weight for freight payment.</p> <p>(vi) If excess weight is noted by the Contractors within the loading City, as the case may be, the matter shall be brought to the notice of the Contract Dealing Executive/User Department for necessary certification after weighment made at BHEL premises before certification.</p> <p>(vii) If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.</p> <p>(viii) 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. Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT per KM basis of the respective rate schedule.</p> <p>f) <u>Distance for freight payment</u></p> <p>(i) 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).</p> <p>g) <u>Mode of Payment:</u> All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor. Wherever applicable, payments to be made to the Contractor, under this Contract can also be by way of "CHEQUE" within 3 months, after receipt of the bill along with consignee's acknowledgement or earlier if prescribed under any law for any specific category of Contractor.</p> <p>h) <u>Discrepant Amounts:</u> In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 39.</p> <p>i) Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in</p>

Clause	DESCRIPTION	CLAUSE
		<p>respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.</p> <p>j) The Contractor agrees that no interest shall be payable by BHEL on any amount under this contract.</p>
23.	TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS	<p>a) The Contractors will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.</p> <p>b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.</p> <p>c) The Contractors will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Contractor's obligations under this contract.</p> <p>d) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles.</p> <p>e) The Contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.</p> <p>f) 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.</p> <p>g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.</p> <p>h) Contractors shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.</p> <p>i) All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.</p> <p>Contractors shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.</p>
24.	ROUTE PERMIT / NATIONAL	The Contractor shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and

Clause	DESCRIPTION	CLAUSE
	PERMIT / CLEARANCE	statutory formalities connected with the transportation of goods at his cost. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.
25.	PROTECTION / SAFETY OF CONSIGNMENT	<p>The Contractor shall ensure: -</p> <ul style="list-style-type: none"> a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition. b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition. c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments. d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Contractor. e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point. f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee. g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody. h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points. i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice. j) Where all measures have exhausted and still the consignment is not received/accepted by consignee, material shall be rebooked to the Consignor, after getting due permission from the consignor, but no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.
26.	STATUTORY OBLIGATIONS OF CONTRACTOR	<ul style="list-style-type: none"> a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non- compliance of any applicable statute shall be to the Contractor's account.

Clause	DESCRIPTION	CLAUSE
		b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
27.	ROUTE, SURVEY, PERMIT ETC.	<p>a) All consignments should be transported through the shortest route identified by the contractor from the road map of India published by the Survey of India & Motoring guide (latest edition) and approved by BHEL and freight payment will be restricted to the same. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.</p> <p>b) 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 approved by BHEL executive user agency or contracts department. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.</p> <p>c) It is the responsibility of the Contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.</p> <p>d) In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES, etc. for speedy transportation.</p> <p>e) The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.</p> <p>f) The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.</p>
28.	INSURANCE COVERAGE AND CLAIM	a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third party damages as per the Motor Vehicles Act, 1988.

Clause	DESCRIPTION	CLAUSE
		<p>b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments.</p> <p>c) Position as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.</p>
29.	DAMAGE / LOSS	<p>a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs.</p> <p>OR</p> <p>During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.</p> <p>b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.</p> <p>c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.</p> <p>d) In case of any visible damage/ suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.</p> <p>e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.</p> <p>f) Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted.</p> <p>g) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor.</p> <p>h) In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including delisting or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.</p>

Clause	DESCRIPTION	CLAUSE
30.	SECURITY DEPOSIT	<p>a) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. The contractor shall submit the security deposit in any of the following forms:</p> <ul style="list-style-type: none"> (i) Cash (as permissible under the extant Income Tax Act) (ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). <p>b) COLLECTION OF SECURITY: The entire security amount is to be deposited in advance. However, security may be collected in installments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.</p> <ul style="list-style-type: none"> (vi) The security deposit shall not carry any interest. (vii) EMD of successful tenderer shall be adjusted as part of Security Deposit. (viii) The validity of Security Deposit shall be up to the validity of contract plus three months. (ix) BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract 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. (x) BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract 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. <p>c) RETURN OF SECURITY DEPOSIT: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.</p>

Clause	DESCRIPTION	CLAUSE
		<p>d) BANK GUARANTEES: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with</p> <ul style="list-style-type: none"> (i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. (ii) The Bank Guarantee shall be as per prescribed formats. (iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee. (iv) In case the Bank Guarantee is 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 contractor. (v) Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
31.	GOODS CONSIGNMENT NOTE (G.C. Note)	<ul style="list-style-type: none"> (a) 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. (b) If G.Cs. are issued to the Suppliers without taking physical possession of materials, BHEL will have the right to terminate the Contract. (c) Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Contractor and in such cases, it shall be the responsibility of the Contractor for the safe and timely delivery of the consignment. (d) 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. (e) 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.
32.	TAX INVOICE	<ul style="list-style-type: none"> (a) Duplicate Contractor Copy of Tax (b) 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 Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement (c) "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill. (d) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor. (e) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase

Clause	DESCRIPTION	CLAUSE
		Order reference, the Transport Contractor should demand the relevant duty forms as applicable.
33.	DESPATCH & ENROUTE DOCUMENTS	<p>a) While accepting the consignments for transportation, the Contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Contractors responsibility</p> <p>b) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without anywritten permission from stores or User Department.</p> <p>c) The Contractor should ensure the collection of Form.31 at the time of booking the consignment</p> <p>d) Wherever Road Permit Form is issued to Transport Contractors, the Contractor should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Contractor which amounts to Rs.25,000/- per Form as on date.</p> <p>e) The Contractor 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.</p> <p>f) If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.</p> <p>g) The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/CONTRACTORS 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 noncompliance of the above on this account, will be debited to the Contractors.</p>
34.	ESCORT FOR CONSIGNMENTS	Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
35.	INDEMNITY	<p>a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.</p> <p>b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents.</p>

Clause	DESCRIPTION	CLAUSE
		<p>c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.</p> <p>d) The Contractor shall keep BHEL indemnified against any liability arising out of noncompliance of any Labour & Industrial Laws and/or any other statutes.</p> <p>e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.</p>
36.	FORCE MAJEURE	<p>a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> (i) war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; (ii) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; (iii) epidemics, quarantine, and plague; (iv) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster. <p>b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <ul style="list-style-type: none"> (i) If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure. (ii) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract. (iii) No delay or non-performance by either party hereto caused by the force majeure shall <ul style="list-style-type: none"> (A) constitute a default or breach of the Contract; or (B) give rise to any claim for damages or additional cost or expense occasioned thereby. (iv) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
37.	TERMINATION	a) Termination for BHEL's Convenience

Clause	DESCRIPTION	CLAUSE
		<p>(i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.</p> <p>(ii) Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>(iii) In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination;</p> <p>b) <u>Termination for Contractor's Default</u></p> <p>(i) 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:</p> <p>(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</p> <p>(b) has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed;</p> <p>(c) has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed;</p> <p>(d) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</p> <p>then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>(e) Upon receipt of the notice of termination under this sub clause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>(f) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>c) <u>Termination by Contractor</u></p> <p>(i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the</p>

Clause	DESCRIPTION	CLAUSE
		<p>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.</p> <p>(ii) 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</p>
38.	ASSIGNMENT	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
39.	RESOLUTION OF DISPUTES	<p>a) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL.</p> <p>b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>c) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>d) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.</p> <p>e) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.</p> <p>f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL</p> <p>h) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.</p>

<u>Clause</u>	<u>DESCRIPTION</u>	<u>CLAUSE</u>
		<p>i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>j) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.</p> <p>k) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>

ANNEXURE- J-4

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

Clause	Details
	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:
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.
1.2.8	The Tenderer shall mandatorily be required to submit “Site Visit Confirmation Declaration” along with the Technical Bid
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
i)	Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
ii)	Offers from tenderers who do not have proven and established experience in the field shall not be considered.
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 . (Refer clause 28.0 of NIT).
iv)	Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.
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.

Clause	Details
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.
vii)	Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects.
1.7	DATA TO BE ENCLOSED
	Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
i)	INCOME TAX PERMANENT ACCOUNT NUMBER
	Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
iii)	An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
iv)	IN CASE OF INDIVIDUAL TENDERER:
	His / her full name, address, PAN and place & nature of business.
v)	IN CASE OF PARTNERSHIP FIRM:
	The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
vi)	IN CASE OF COMPANIES:
a)	Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
b)	Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
1.8	AUTHORIZATION AND ATTESTATION
	Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.
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).
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).
d)	Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
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.

Clause	Details
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/ FDR/ 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/ FDR 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.
v)	Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
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.
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.

Clause	Details
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 endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
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 Subcontracting Department of CPC (Central Procurement Cell) - PSHQ 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

Clause	Details
	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 the required schedule in line with clause no. 9.0 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 tis 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.
	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
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

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	– 110 049, and its office at (inviting tenders) (Nome of the Unit or Power Sector Regional Offices or its Authorized Officers.
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.

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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.
2.2	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION
	The contract shall be governed by the Laws of India. Subject to clause 2.21.1.1 of this contract, 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. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be

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	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

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	<p>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:</p> <p>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). –</p> <p>a).....</p> <p>b).....</p> <p>c)</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>
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.

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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.
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. $T2 = [1 - (X/Y)] \times T1$
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.

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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.
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.
	<p>Note:</p> <p>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:</p> <p>(a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(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.</p>
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

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	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 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.
	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.

Clause	Details
	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 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.

Clause	Details
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.
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	<p>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.</p> <p>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.</p> <p>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.</p>
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.

Clause	Details
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 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 have to 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.

Clause	Details
2.9	EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION
2.9.1	<p>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.</p> <p>Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.</p> <p>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.</p> <p>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.</p> <p>Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)</p> <p>Provided, this requirement is reflected in the rolling quarterly plan two months in advance.</p> <p>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.</p> <p>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.</p>
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

Clause	Details
	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.
2.11.2	Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
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 Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.
2.11.4	Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.
2.13	SECURED RECOVERABLE ADVANCES:
2.13.1	<p>INTEREST FREE MOBILIZATION ADVANCE: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances.</p> <p>Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment.</p> <p>Each such instalment is to be secured through BG of 100% of the instalment amount. Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned. In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.</p>
2.13.2	INTEREST BEARING ADVANCE:
2.13.2.1	INTEREST BEARING MOBILIZATION ADVANCE: Competent authority may also approve need based Interest Bearing Mobilization advance after a certification from the Contractor for having achieved a financial progress of 10% of the original contract price. However, the total mobilization advance (including Interest Free Mobilization Advance) shall not exceed 10% of the Contract Value. Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.
2.13.2.2	<p>INTEREST BEARING SECURED ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL may approve proposals for payment of additional interim interest-bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation. Contractor shall establish the utilization of advance drawn in the form of Utilization Certificate before the release of next instalment.</p> <p>Bank Guarantee shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required. Unadjusted amount of advances (including Interest Free Mobilization Advance) paid shall not exceed 10% of the total contract value at any point of time.</p>
	NOTES for INTEREST BEARING ADVANCE:
a)	<p>Recovery of Interest Bearing Advances shall be made from the Running Bills progressively. Recovery rate per month for Interest Bearing Advances shall be the sum of:</p> <ul style="list-style-type: none"> i) Not less than 10% of Running Bill amount ii) Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

Clause	Details
b)	In any case, Interest Bearing Advance shall be fully recovered by the time the contractor's billing reaches 90% of contract value either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount along with interest.
c)	Payment and recovery of any of the above advance(s) shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.
d)	The rate of interest applicable for the above advances shall be the repo rate prevailing on the date of release of advance plus 4%, and such rate will remain fixed till the total advance amount is recovered.
e)	Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration whichever is earlier. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least one year or the remaining recovery duration whichever is earlier. For each advance, the Contractor will be allowed to submit more than one BG so that the BGs can be returned progressively based on recovered amount. In case, the Contractor prefers to submit single BG against an advance, the amount of BG may be progressively reduced by the amount repaid by the Contractor.
f)	BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.
2.13.3	SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE:
	Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75% of Invoice value, or the 75% of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 days and subject to the stipulations, as mentioned below:
i)	Contractor shall obtain prior permission of Engineer-in-charge before procurement of materials against which advance is being sought. Engineer-in-charge shall ensure formal approval of Construction Manager before communicating the permission to Contractor.
ii)	Secured advance shall not be allowed/ payable for materials procured by Contractor before the date of such permission.
iii)	Secured Advance shall be allowed only once against a single invoice. Multiple Secured Advance against single invoice is not allowed.
iv)	Secured advance against materials shall be paid only against non-perishable items. Engineer-in-charge to ensure that such items are adequately covered under insurance cover (to be taken by the Contractor if not covered under BHEL Insurance Policy).
v)	At any point of time, the unadjusted secured payments against material brought to site shall not be more than 5% of the Contract Value.
vi)	The advance will be repaid from each succeeding Running bill(s) to the extent materials for which advance has been previously paid have been incorporated into the works. In any case, such advance payment shall be fully recovered maximum from 3-4 subsequent RA bills whether the material is consumed in the work or not. In absence of sufficient value of RA bills for making the required recovery, the Contractor shall deposit the balance amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing the Securities available with BHEL for the balance amount.
vii)	Contractor has to give a formal deed of hypothecation, drawn up on non-judicial stamp paper under which the BHEL secures a lien on the materials and is safeguarded against losses, due to the contractor postponing the execution of the work or due to the shortage or misuse of materials and against the expenses incurred on their watch and safe custody.
2.18	INSURANCE
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

Clause	Details
	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' under Clause 2.7 and the remedies under Clause 2.7.2.2 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	<p>"Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> 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 <p>And</p> <p>Prevents the performance of the contract,</p> <p>Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> 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 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

Clause	Details
	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
	<p>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.</p> <p>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</p>
2.21.1	Conciliation:
	<p>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)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
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 adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

Clause	Details
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
	<p>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.</p> <p>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.</p> <p>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 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</p>
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
	<p>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</p>

Clause	Details
	e. Technical Conditions of Contract (TCC)—Volume-1A f. Special Conditions of Contract (SCC) —Volume-1B g. General Conditions of Contract (GCC) —Volume-1C h. Forms and Procedures —Volume-1D
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.

PART-2

ANNEXURE-P1

PRICE BID / WORK / RATE SCHEDULE

SL	Scope of Work	Weight (MT)	Rate per MT (Including GST) ₹	Total Value ₹
	LOCAL TRIP(IN AND AROUND TRICHY)			
1	Transportation of Consignment from BHEL , Trichy to vendors located in and around Trichy (Probable location of Sub Vendor Works: Tiruverumbur, Thuvakudy, Ariyamangalam, Trichy Town, Crawford, Mathur Area)	3,412.13	To be filled in GeM portal	Calculated by GeM portal
2	Transportation of Consignment from BHEL, Trichy to vendors located around Trichy within 60km radius (Probable location of Sub Vendor Works: Viralimalai, Manapparai & Pudukottai)	1,347.67	To be filled in GeM portal	Calculated by GeM portal
	ROUND TRIP (OUTSIDE TRICHY)			
1	Transportation of Consignment from BHEL, Trichy & Vendors located in and around Trichy to various Vendor works located in and around Chennai and Chennai Port & Return with collection of Return Load — Distance 800km approx.	639.01	To be filled in GeM portal	Calculated by GeM portal
2	Transportation of Consignment from BHEL,Trichy & Vendors located in and around Trichy to various Vendor works located in and around Coimbatore & Return with collection of Return Load — Distance 500km approx.	422.15	To be filled in GeM portal	Calculated by GeM portal
3	Transportation of Consignment from BHEL,Trichy & Vendors located in and around Trichy to various Vendor works located in and around Madurai, Tiruchengode and Dindigul & Return with collection of Return Load — Distance 300km approx.	435.60	To be filled in GeM portal	Calculated by GeM portal
4	Transportation of Consignment from BHEL,Trichy & Vendors located in and around Trichy to various Vendor works located in and around Hosur and Bangaluru & Return with collection of Return Load — Distance 800km approx.	118.43	To be filled in GeM portal	Calculated by GeM portal
TOTAL (L1 Vendor will be identified based on this total value only. i.e. =sum of {quantity x rates quoted} for respective rate schedules)				Calculated by GeM portal

Note: During Round Trip , BHEL will make payment for Onward Load only. However, if the return load tonnage is higher than onward load, payment will be made only for return load tonnage, subject to submission of weighing slip by transporter.

LIST OF SUB-VENDOR WORKS

The bidder may please note that the list of sub-vendors given below is only indicative and subject to addition / deletion / Change of Address etc., during the Contract period. Hence the bidder has to accept the same without any additional expenditure.

SL	Vendor	Name	City
1	13902	ADWAITH LAKSHMI INDUSTRIES	COIMBATORE
2	30009	GLOBE STEELS (P) LTD	KANCHEEPURAM
3	30044	DJP INDUSTRIES	MATHUR
4	30052	ACCURATE INDUSTRIES	TRICHY
5	30055	BHARAKATH INDUSTRIES	THUVAKUDI
6	30056	BHARAKATH METAL BUILDERS	THUVAKUDI
7	30059	EMPEROR ENGG WORKS,	GUNDUR
8	30098	SARO ENGG WORKS	ARYAMANGALAM
9	30338	GENERAL ENGG WORKS	THIRUVERUMBUR
10	30885	K.R.MURTHE WELDING WORKS,	VALAVANTHANKOTTAI
11	30041	ANDAVAR ENGINEERING WORKS	PUDUKKOTTAI
12	30078	MARUTHI ENGG INDUSTRIES	KATTUR
13	30083	NIRMAL ENGG WORKS	KATTUR
14	30115	VANITHA MOULDING WORKS	THUVAKUDI
15	30155	ACCURAATE ENGINEERING WORKS	ARYAMANGALAM
16	30216	DHANALAKSHMI ENGG WORKS	KATTUR
17	30270	SAMUNDI MACHINE WORKS,	DINDIGUL
18	30515	SREE SHAKTHI SWITCHGEAR	KATTUR
19	31010	SRI IYYAPPAN INDUSTRIES,	TRICHY
20	31115	SRI LAKSHIMI ENGINEERING WORKS	ARYAMANGALAM
21	31450	SRI KARPAGA VINAYAGA ENGG. WORKS	MATHUR
22	31956	JENI ENGINEERING	KATTUR
23	32036	SHREYAS FABRICATION PRIVATE LIMITED	PUDUKKOTTAI
24	32650	Finlay CNC Centre	Thiruverumbur, Trichy 620014
25	31983	ANDREW INDUSTRIES	TRICHY
26	31957	SRI GENGAA ENGINEERING WORKS	DINDIGUL
27	31959	D.R.MACHINE WORKS	DINDIGUL
28	31001	KASTHIYAR INDUSTRIES,	TUTICORIN
29	31620	ARUL ENGINEERING WORKS	TUTICORIN
30	30246	KAVI ENGINEERING WORKS,	THUVAKUDI
31	30114	VANGUARD INDUSTRIES	THIRUVERUMBUR
32	31122	PREETHI AUTOMATION	ARYAMANGALAM
33	31175	INNOVA AUTOMATION TECHNOLOGIES	THUVAKUDI
34	30062	GEERTHANA ENGINEERING WORKS	THUVAKUDI
35	31910	WELDTech GLOBAL SURFACING (P) LTD.	VALAVANTHANKOTTAI
36	30085	NOBEL ENTERPRIZES	THIRUVERUMBUR
37	30091	RAAKAM INDUSTRIES	ARYAMANGALAM
38	30100	SELVAM ENTERPRISE	THUVAKUDI
39	30316	B.S. & SONS	THUVAKUDI
40	30840	ASTRAS ENGINEERING WORKS,	ARYAMANGALAM
41	31310	KIRRTHIKA TECH ENGINEERING	THUVAKUDI
42	30010	INDEX AUTO COMPONENTS PVT LTD	CHENNAI
43	30112	THIRUMAGAL INDUSTRIES	ARYAMANGALAM
44	31815	INDEX AUTO COMPONENTS PVT LTD	ARYAMANGALAM
45	31860	JENEFA INDUSTRIES	MATHUR
46	32485	MASTERCRAFT ENGINEERING	HOSUR
47	32580	BRINDHA INDUSTRIES	COIMBATORE
48	30456	SRI RAJESWARI ENGG ENTERPRISES	THUVAKUDI
49	30825	AANBAR INDUSTRIES,	THIRUVERUMBUR
50	30317	SHARP ENGINEERING WORKS	THUVAKUDI
51	30326	PRODIGY ENGINEERING ENTERPRISES	THUVAKUDY
52	32515	SRI SAI CMC ENGINEERING INDUSTRIES	TRICHY
53	31971	BANYAN ENGINEERING TECHNOLOGIES	THIRUVERUMBUR

SL	Vendor	Name	City
54	30240	GOLDEN ENGINEERING INDUSTRY	TRICHY-TOWN
55	32510	BSM ENGINEERING & OFFSHORE	TRICHY
56	32653	DINESH ENGINEERING WORKS	HOSUR, TAMIL NADU
57	31765	S K S ENTERPRISES	VALAVANTHANKOTTAI, TRICHY
58	32020	SAI ENTERPRISES	THUVAKUDI
59	32145	MALATHI INDUSTRIES	VENGUR
60	30121	WISDOM ENTERPRISES	KATTUR
61	32350	SELVAMATHA ENGINEERING WORKS	VALAVANTHANKOTTAI
62	32575	SREE LAKSHMI PRECISION TOOLS	HOSUR,
63	31455	A V M ENGINEERING	MANAPPARAI
64	12834	5 STARS PRECISION CARBIDE FORM TOOL	CHENNAI
65	30006	DELTA WEARTECH ENGINEER'S (P) LTD.,	CHENNAI
66	30300	OMPLAS SYSTEMS	CHENNAI
67	31810	GLOBAL WELD TECHNOLOGY	KATTUR
68	30385	PUSHPAA ENGINEERING	THUVAKUDI
69	32171	PRECIMAC ENGINEERING ENTERPRISES	BANGALORE
70	31526	POWER TECH	CHENNAI
71	30018	TRIBOLOGY INDIA LIMITED	CHENNAI
72	30113	UNITEK NITRIDING	TIRUCHIRAPALLI
73	30183	BEST HEAT TREATMENT SERVICES	COIMBATORE
74	32044	SRI VISHNU HEAT TREATERS	COIMBATORE
75	30030	ORIENTAL PLANTS&EQUIPMENTS(P)LTD	COIMBATORE
76	30099	SEKAR ENGG WORKS	TRICHY-TOWN
77	30318	JAGANNATHAN ENGINEERING WORKS	TIRUCHIRAPALLI
78	31936	ANAND INDUSTRIES	BANGALORE
79	32500	PC JAQDHARA ENGG. WORKS	TRICHY
80	30021	BLUE MOUNT MACHINE WORKS	COIMBATORE
81	30066	HITEK HEAVY EQUIPMENTS PVT LTD	THUVAKUDI
82	31501	HYPER ARTHO INDUSTRIES	BANGALORE
83	31775	MATU ENGINEERING INDUSTRIES	THUVAKUDI
84	31935	MICRONE INDUSTRIES	CHENNAI
85	31937	MUE TECH INDUSTRIES	HOSUR
86	31642	VALVE TECH ENGINEERING	THUVAKUDI
87	31979	SAKTHI MURUGAN HIGH TECK	VIRALIMALAI
88	31976	LOYAL ENGINEERING INDUSTRIES	TRICHY-TOWN
89	30528	SOMIAH INDUSTRIES	TIRUCHIRAPPALLI
90	32643	THAI MAK CNC LLP	TAMIL NADU
91	31135	KARTHIKEYAN INDUSTRIES	Thiruverumbur
92	31670	SAKTHI FAB	DINDIGUL
93	30012	PRECIQUAL COMPONENTS P LTD	CHENNAI
94	30380	ORIENT ENGG. WORKS	Tiruchirappalli
95	30581	UMA FABRICATORS	THUVAKUDI
96	30003	MESH WELL GEARS	BANGALORE
97	32535	K.R.TRANS ENERGY PRIVATE LIMITED	
98	32381	JAI VALVES CENTRE	VIRALIMALAI
99	11739	TOSHNIWAL HYVAC PVT.LTD.,	CHENNAI
100	30008	FLEXIBLE MACHINING CENTRE PVT LTD.	CHENNAI
101	32505	SUNTECH AUTOMOBILE PRODUCTS	
102	32648	MILLTECH CNC	Thirumudivakkam, Chennai, Tamil Nad
103	30001	GLOBE ENTERPRISES	BANGALORE
104	32415	CKB PRECIWAY ENGG PVT LTD	CHENNAI
105	32455	LAKSHMI VALVES PRIVATE LIMITED	COIMBATORE
106	10100	HARIHAR ALLOYS (P) LTD.	TRICHY.
107	30995	HITEK CONTROL ELEMENTS PVT. LTD.,	THUVAKUDI
108	32625	MECHMAK CNC INDIA PVT. LTD.	COIMBATORE, TAMIL NADU
109	32610	GS ENGINEERING	TIRUCHENGODE, TAMIL NADU
110	32646	CIPET (CSTS)	MADURAI
111	32666	SRI RAM UK INDUSTRIES	PUDUKKOTTAI
112	31525	SRI AUTO WELD	CHENNAI

SL	Vendor	Name	City
113	30106	SRI SASTHA ENGG WORKS	NORTH KATTUR
114	30295	S.M.ENGINEERING WORKS'	KATTUR
115	32545	GTN Engineering India Limited	TIRUPUR,PALADAM TK, TAMILNADU
116	30107	SRI-TECH INDUSTRIES	THUVAKUDI
117	31625	SRM ENGINEERING WORKS	VALAVANTHANKOTTAI,
118	31980	J.J.ENGINEERING WORKS	TRICHY
119	32042	R.V.N.ENGINEERING WORKS	TIRUCHIRAPALLI
120	31985	VP ENGINEERING WORKS	THIRUVERUMBUR
121	30027	KAARTHIC WORMS	COIMBATORE
122	30035	SCB PRECISION INDUSTRIES	COIMBATORE
123	30037	TECHNO TOOL ENGINEERING	COIMBATORE
124	32022	MICROTURN INDUSTRIES (MADURAI)	MADURAI
125	30285	JOSHUA ENGINEERING WORKS	KATTUR
126	32667	R K TOM NUTECH PRIVATE LIMITED	CHENGALPATTU
127	32654	LIYA ENGINEERING	Pudukkottai
128	32655	WINNERS EQUIPMENTS	VK Road, Coimbatore, Tamil Nadu
129	30090	R.K METAL INDUSTRIES	TRICHY-TOWN
130	31811	SUPER PLATERS	COIMBATORE
131	31812	PORE SEALS INDIA (P) LTD	CHENNAI
132	32235	JOHANA INDUSTRY	MADURAI
133	32540	SUBAM SURFACE TREATERS	VANAGARAM ROAD, AMBATTUR, CHENNAI