

2021

**BHARAT HEAVY ELECTRICALS LIMITED
SOLAR BUSINESS DIVISION, BENGALURU
TENDER DOCUMENT – Part A**

TECHNO-COMMERCIAL BID

Name: Navit Mahajan

Designation: Dy. Manager

BHEL SBD Bangalore



NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Transporter for **“Frame Work Agreement for All India Transport Rate Contract”** for a period of 2 years.
2. Sealed Bids are invited under single stage two part bid system from the competent agencies with sound technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
3. Interested and eligible parties may study the tender documents carefully visit the works to understand the scope and nature of work, discuss and clarify doubts if any and offer their bids.
4. The salient features of tender documents are as follows:
The complete Tender documents consists of the following: Tender document- Part ‘A’ and Part ‘B’.
5. The tender documents are available for download from the official website of BHEL -www.bhel.com.
Corrigendum if any will be published in BHEL web site only.
6. In case, tender documents are requested by post, BHEL-SBD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the agencies request or receipt of tender documents by the agency.
7. Reverse Auction is applicable for this work.

For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. Navit Mahajan, Dy. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: navit@bhel.in

Ph. No. +91-080-22182216

or

Mr. BM Hiremani, AGM / WEX & Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: hiremani@bhel.in

Ph. No. +91-080-22182204

(ii) Technical:

Shri. Debasish Mandal – DGM / Commercial (for Outgoing)

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: debman12@bhel.in

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OR

Mr. PC Baro

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: pradipcbaro@bhel.in Ph. No. +91-080-22182142



Introduction:

Bids are hereby invited from established, reliable and financially sound transport carriers having a fleet of vehicles and having an established branch in Bangalore for transportation of consignments to Bharat Heavy Electricals Ltd., Solar Business Division, Bangalore, from various places in India, from Bharat Heavy Electricals Ltd., Solar Business Division, Bangalore to anywhere in India and anywhere to anywhere in India, by engaging suitable transportation vehicles of different categories mentioned in this NIT.

The scope of contract covers transportation of all consignments i.e, Outgoing/Incoming/Anywhere to anywhere, by suitable transportation vehicles as indicated in this NIT – Scope of Work. The contract is for a period of two years from the date of award of contract. The contract may be on extended by another 3 months, the same terms and conditions if mutually agreed upon at the end of the contract now tendered.

The indicative quantum of transportation of consignments for 2 years is as mentioned below:

PACKAGE 1: Outgoing (From BHEL, SBD Bangalore to Anywhere)

TONNAGE AND MATERIAL TYPE
2268 MT of hollow insulators and new product related to ceramics
300 MT of Ceramic lined Mild Steel bend and straight pipes
1289 MT polymeric insulator
LV electric switchgears panel-boards- 1025 trailers (40 ft length)
8,23,000 nos/production of solar panel for generating 247 MW power
2868 cubic meter of SCR modules

PACKAGE 2: Incoming (Anywhere to BHEL-SBD, Bangalore) and Anywhere to Anywhere

TONNAGE AND MATERIAL TYPE
4729 MT of materials: <ul style="list-style-type: none">- Raw Materials for making insulators like Feldspar, Quartz, Bikaner clay, Alumina, talc, Iron oxide, dolomite, Felsite, refractory materials etc.
600 MW PV Modules which need 2400 Mechanical trailers of 40ft

The bidders are advised to go through the terms and conditions of the tender schedules carefully Before submitting their offers. Bidders are also invited to visit the premises of BHEL – SBD, Bangalore to assess and ascertain the nature of consignments before submitting their offers.



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**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(Part A)**

1.	General Information	
1.1.	Tender Reference Number :	59695
1.2.	Tender Name:	“Frame Work Agreement for All India Transport Rate Contract”
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial Part – B: Price Bid
1.4.	Tender Type	Service Contract
1.5.	Estimated Value of Contract	-
1.6.	Duration of Contract	24 Months
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Rs.36,25,138 /- in the form of a crossed Demand Draft/EFT favoring BHEL-SBD, Bengaluru. If submitted through DD, the DD in original should reach to the office of undersigned within 7 days of Part A bid opening. MSME's are exempted
1.9.	Security Deposit	5% of the contract value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com
1.13.	Last date for Issue of tender document	As per Enquiry / RFQ / Notification on www.bhel.com
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com
1.16.	Tender Submission Place	BHEL-SBD WEX TENDER BOX kept outside tender room(Bidder to ensure to put tender bids in specified place & box, BHEL-SBD will not be responsible if bids submitted in other than specified place and tender box
1.17.	Tender Opening Place	BHEL-SBD, Tender room, opposite to IISC, Prof. CNR Rao circle, Malleswaram, Bengaluru-560012
1.18.	Dealing Officer (For any Clarifications)	Navit Mahajan, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2216 Email: navit@bhel.in Hiremani B.M. Addl. General Manager – Works Contract Cell Contact No.: 080-2218-2204 Email: hiremani@bhel.in
2.	INSTRUCTION TO BIDDER	
2.1.	Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below: a. Part ‘A’: Techno-commercial Bid duly sealed and signed to be submitted in sealed cover enabling us to open on tender due date. b. Part ‘B’: Price Bid to be submitted in sealed cover as per Tender conditions. The tender consists of 2 Price Bids – 1 each for Package 1 (Outgoing), Package 2 (Incoming and Anywhere to Anywhere). Bidders can quote for Package 1 or Package 2 or Both.	
2.2.	Envelope 1: Techno-Commercial Offer a. Documents to be uploaded in Envelope 1: Part ‘A’ : i. Duly completed tender documents sign and Sealed. ii. Each and every page of tender documents should be sealed signed. iii. Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. iv. Any other documents as per Tender requirements.	



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**TENDER
DOCUMENT
(Part A)**

	<p>b. The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.</p> <p>Envelope 2: Part 'B': Price-Bid.</p> <p>i. Envelope super-scribed with " Part B-Price Bid" with Tender name, Tender reference number and due date</p>
2.3.	The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
2.4.	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.
2.5.	The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
2.6.	The tenderer should submit the tender documents intact without detaching any page or pages
2.7.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
2.8.	Tender documents consisting of Part 'A' and signed and Part 'B' shall be submitted duly on or before the said Date and Time. Part 'A' Techno-commercial Bid will be opened on specified Tender Due Date and Time. Those Bidders who qualify the Techno-commercial Bid will be eligible to participate in RA.
2.9.	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
2.10.	PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
2.11.	Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt.
2.12.	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
2.13.	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
2.14.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
2.15.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
2.16.	Tender document should be complete in all respects.
2.17.	Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL.
2.18.	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
2.19.	Tenders not submitted in the prescribed forms are liable for rejection.



**BHARAT HEAVY ELECTRICALS LIMITED,
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**TENDER
DOCUMENT
(Part A)**

2.20.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
2.21.	Eligible tenderers will be informed of Pas per procedure as stated in the document.
2.22.	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
2.23.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
2.24.	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
2.25.	Exemption for MSME / NSIC Registered Bidders: Registered MSE bidders (having Udyog Aadhaar Number / NSIC Registered certificate) are exempted from paying the EMD. If bidders submit UDHAYAM registration certificate, CA certificate to support of claim that Bidder is a MSE.
2.26.	Purchase Preference for MSME / NSIC Registered Bidders: Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
2.27.	STARTUPS: If the bidder is a Startup (Registered with DPIIT), the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "YEARS of Experience Criteria" only. However bidder has to fulfill other Pre-Qualification requirements mentioned.
2.28.	Preference to Make In India products / Services (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the
2.29.	Purchase Preference linked with Local Content (PP-LC) Policy: The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.09.2020 issued by MoP & NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local" Preference to Make in India clause: (i) In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or



	<p>subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.</p> <p>(ii) Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>(iii) The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.</p>
3.	EARNEST MONEY DEPOSIT (EMD):
3.1.	<p>Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.</p> <p>Earnest Money Deposit as indicated in the NIT (Ref. General Information) is to be submitted along with tender documents Part – A.</p>
3.2.	<p>Modes of deposit</p> <p>The EMD may be accepted only in the following forms:</p> <p>(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)</p> <p>(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)</p> <p>(iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)</p> <p>In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakhs may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.</p>
3.3.	<p>Forfeiture of EMD</p> <p>EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>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.</p> <p>ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ 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" and forfeited/ released based on the action as determined under these guidelines.</p>
3.4.	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
3.5.	EMD shall not carry any interest.
3.6.	EMD of successful tenderer will be retained as part of Security Deposit.
4.	SECURITY DEPOSIT (SD) :
4.1.	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
4.2.	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
4.3.	<p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i. Cash (as permissible under the extant Income Tax Act)</p> <p>ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL</p> <p>iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies</p>



	<p>Act. The Bank Guarantee format should have the approval of BHEL</p> <p>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)</p> <p>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 favor of BHEL)</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>
4.4.	<p>Collection of Security:</p> <p>At least 50% of the required Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
4.5.	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
4.6.	The Security Deposit shall not carry any interest.
5.	QUALIFICATION CRITERION
5.1.	<p>ESTABLISHED ORGANISATION:</p> <p>The interested bidders shall be an established Transport Carrier with following credentials:</p> <p>i. In case of Single Ownership / Proprietorship establishment, relevant documentary proof such as Auditors Letter / Company Registration Documents etc., for proof of Ownership/Proprietorship shall be enclosed.</p> <p>ii. In case of a Company, relevant extracts of AOA and /or MOA and /or copies of Board resolution, evidencing the authority of person executing power of attorney or signing the quotation, should be furnished.</p> <p>iii. In case the Bidder is a Partnership Firm, the Firm shall be registered under Partnership Act, a copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the Tender. Unregistered Partnership Firms will not be considered.</p> <p>iv. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the Bidder concerned.</p> <p>v. In case of other types of establishment, copy of relevant documents such as a proof of registration (Certification of Incorporation, Partnership Deed, Demerger Document, as applicable etc. duly signed by competent authorities) shall be enclosed.</p>
5.2.	<p>IBA RECOMMENDATION:</p> <p>i. The Tenderer should have an IBA recommendation valid on the date of opening of Tender and shall also ensure that the same is valid throughout the currency of the Contract. Copy of currently valid IBA Certificate shall be enclosed duly attested by Notary.</p> <p>ii. If a Transporter is not found to be IBA approved at any time during the Contract period</p>



	<p>or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the Contract with him shall ultimately be terminated.</p> <p>iii. In case identical rates are quoted by more than one Bidder, the ranking & selection of required number of Transporters will be on the basis of seniority of registration with IBA i.e. the senior Carrier will be given first preference.</p>
5.3.	<p>FINANCIAL SOUNDNESS:</p> <p>i. The Transport Contractor shall be financially sound and should have a minimum of an Average Annual Turnover of Rs. 929.53 lakhs in the last 03 financial years. The following credentials shall be submitted as a proof of fulfilling the financial soundness:</p> <p>ii. Average annual turnover (in the transportation field - with respect to freight revenue only) for last three financial years 2017-18, 2018-19 and 2019-20 shall be a minimum Rs. 929.53 lakhs. Audited balance sheet and profit and loss account/Income statement should be submitted along with the offer for 2017-18, 2018-19 and 2019-20. The Balance Sheet and P&L statement certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. The auditor's certificate should bear valid membership number of the Chartered Accountant.</p>
5.4.	<p>MANDATORY BRANCH OFFICE:</p> <p>i. Definition of the Branch: An established office of the contractor with a Land line phone / Cell Phone, an appointed person to be contacted and available all the time, during office hours.</p> <p>ii. Bidders must have their branch at Bangalore, in addition the contractor to have a minimum of 12 branches at all major state capitals / cities. Further, they need to have a minimum of 25 branch offices / representative offices at other regions of the country including the 12 branches at major state capitals.</p> <p>iii. These mandatory branch offices shall be in operation within the entire tenure of the Contract</p>
5.5.	<p>EXPERIENCE:</p> <p>i. Bidders should have the experience in the field of Road Transportation of Raw materials & Industrial goods.</p> <p>ii. The documentary proof of having experience (3 years) as above shall be enclosed along with Tender. The proof must be the copies of work order with work/job/service completion certificates for the transportation done on or after 01.04.2017, duly signed by the agency who has engaged the Transporter.</p> <p>iii. In case participating bidders are already working with other units of BHEL against AIRTC, they may provide the copy of the current contract entered into with the BHEL unit.</p>
6.	<p>SCOPE OF WORK</p>
6.1.	<p>TENURE OF CONTRACT</p> <p>a. The Transport Contract is valid for 2 (two) years from the date of award of Contract by BHEL, SBD, Bangalore.</p> <p>b. The consignments, including self-consignments booked within the Contract period fall within the scope of the Contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.</p> <p>c. Extension of Contract: One or more extensions of the Contract may be done with mutual agreement between BHEL, SBD, Bangalore and the approved Transporters, subject to a maximum extension period of 3 months. Such agreements shall be based on acceptance of the same rates and terms & conditions of the Contract.</p>



TYPE/ CATEGORIES OF VEHICLE REQUIRED:

- a. It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles. BHEL will indicate and raise the vehicle indent for a particular type of vehicle to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 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, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. The original RC Book and Driving License shall be produced for verification to BHEL officials for efficient execution of the contract.
- 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 type only. In this case, transshipment en-route is not permitted & consignment should be delivered only in the same vehicle loaded. This system can also be adopted for open Body vehicle categories accordingly.
- d. BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired or third party vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and having all valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavor. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments without prejudice or any other rights or remedy, to proceed against the Contractor.
- e. 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 approved authorities of BHEL. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.
- f. Based on the type of goods and its transportation carried out on all India basis and considering the load distribution of the various products to be shipped, BHEL – SBD has identified the following type or categories of vehicles to be deployed by contractors.

Sl.No.	Category of vehicle / Consignment	Type of Vehicle	Weight Carrying Capacity
1	PL - Part Load Consignments	Not Applicable	Not Applicable. Total weight put together either in single or a set of bags or packing's shall not exceed 1 MT.
2	LCV - Light Commercial Vehicle	Mini Truck , Tempo Van , Mini Van etc.	1.00 to 3.50 MT
3	HCV - Heavy Commercial Vehicle (7.5 MT)	Lorry , Truck , Rigid Vehicle etc.	7.00 to 8.00 MT
4	HCV - Heavy Commercial Vehicle (9.0 MT)	Lorry, truck, rigid vehicle etc.	8.01 to 9.00 MT
5	9 MT-OBT – JCB 28ft	Open body truck	8.01 to 9.00 MT
6	HCV - Heavy Commercial Vehicle (16.0 MT)	Trucks , Taurus , Rigid Vehicle etc.	15.0 to 16.0 MT



	7	HCV - Heavy Commercial Vehicle (21.0 MT)	40 Ft. Trailer, Articulated / Semi-articulated vehicle, open body etc.	20.0 to 22.0 MT
6.3.	<p>DISTANCE SLAB</p> <p>The vehicle type / categories of indicated are required for various destinations in India. Considering the various distance for the destinations and facilitate competitive and efficient arrangement of transport, the destinations are divided into 3 slabs as given below. Bidders have to submit offers for all the three slabs separately.</p> <p>a. Distance Slab I – Upto 500 Kms</p> <p>b. Distance Slab II – 501 to 1000 Kms</p> <p>c. Distance Slab III – Above 1001 Kms</p> <p>Minimum admissible Distance: If in case the distance of transportation of the consignment to the given destination is too short the following is applicable:</p> <p>In the first distance slab of “up to 500 Kms”, the minimum chargeable distance would be 200 (Two Hundred Only) kilometres. In other words even if the distance is less than 200Kms, freight will be paid for 200Kms in this slab.</p>			
6.4.	<p>FULL LOAD & VOLUMETRIC LOADING</p> <p>a. 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).</p> <p>b. Full Load Certification: Full load certification means, dispatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis. Full Load Certification” has to be given by the Concerned Officials in the loading point and the Certification must be countersigned by Head of the Department.</p> <p>c. Volumetric Load: Volumetric load means the consignment occupies the vehicle by volume i.e. it is not practically possible to load the vehicle due to the size, nature and type of material /consignment.</p> <p>d. Volume Load Certification: If the vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment and it occupies full volume of the vehicle. This is technically acceptable and to be certified by the Executive of Shipping section.</p>			
6.5.	<p>Transport Load Distribution:</p> <p>For having a practical and workable base of transportation contractors, BHEL, SBD Bangalore will distribute the total available quantum of work to 4 (Four) transporters. The division of load among the four transporters will be done as follows:</p> <p>a. 4 (Four) transporters will be selected from the list of accepted tender’s techno-commercially and financially in the order of merit from L1 to L4.</p>			



b. Overall L-1 transporter will be offered a price by BHEL, if the L-1 price is reasonable and justifiable w.r.t. to BHEL estimates the same will be offered. If the L-1 price is more than the estimates, the L-1 bidder will be called for negotiation and the lowest prices are arrived at. On acceptance after negotiation with L-1, the same will be offered to others in the order of their standing in price bid. Only on acceptance of this offered price (without further negotiation) the other bidders will be considered for awarding the contract. If the original L-2 bidder refuses to accept the L-1 price, it will be offered to the next in the order of merit till a total of four contractors are shortlisted.

a. The division of work among the 4,3, and 2 transporters to be awarded the contract is given in the table below. BHEL may consider to the extent practically possible following percentage of work load per annum, subject to the transporter placing vehicles as required by BHEL from time to time. The final selected bidders are called

I. No.	BIDDER	Share of Load		
		4 Contractors	3 Contractors	2 Contractors
1	L-1 - Original	40%	50%	67%
2	L-2 - Subject to accepting L-1 price	30%	33%	33%
3	L-3 - Subject to accepting L-1 price	20%	17%	Nil
4	L-4 - Subject to accepting L-1 price	10%	Nil	Nil

the 'approved contractors.

DETENTION CHARGES AT LOADING & UNLOADING POINTS

a. Detention charges shall be paid extra if the vehicles are not loaded and unloaded in time.

b. Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.

c. Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.

a. Detention charges will be paid as follows:-

Consignment Category	Detention Charges per Day till consignment is lifted/unloaded	
	Upto 5 Days	06 to 10 Days
Consign. Category - 1 & 2	Rs500	Rs600
Consign. Category - 3 & 4	Rs800	Rs900
Consign. Category - 4 & 5	Rs1000	Rs1100



	<p>Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point:</p> <ul style="list-style-type: none">- At loading point the vehicles have to report before 2-00 PM on the day of loading and register at concerned official of supplier/consigner.- Consigner/supplier shall provide the load within 24 Hours from the time of reporting and release the vehicle.- If the vehicle reports before 2-00 PM and the vehicle is not provided with load within 24 Hours from the time of reporting and has to stay at BHEL till the load is provided, detention charges as applicable can be claimed by the contractor.- At unloading point, the vehicle is expected to be released after unloading of the material within 24 hours (1 day). If the consignee is not able to arrange for unloading the material within 1 day, detention charges can be levied by the contractor.- For the purpose of claim, the contractor has to raise the detention charges along with the bill of transportation on case to case basis and provide appropriate documentation justifying the claim.- Detention at Site shall be paid based on the signature and official seal of any personnel at site. In case official seal is not provided by the certifying person at site or further clarity and confirmation is required, certification by Head Material Management / end user is required for payment of detention charges. It is the responsibility of the transport Carrier to obtain the required Gate Entries/Endorsements in G.C. with time & date from other areas such as Shipping / Stores/ Sites etc. to enable BHEL to effect the detention payment. Without this detention claim payment cannot be paid.- However, no detention charges will be payable if the vehicles report on Sundays & General Holidays.
7.	<p>Evaluation Criteria: BHEL intends to enter in to the contract with 4 transporters based on their ranking. Evaluation criteria for the selection of Transporters will be as under:</p> <ol style="list-style-type: none">Acceptance for carrying out all the scope of work is essential criteria for evaluation of offers (For each Package).Evaluation will be done package wise.Bidders have to give final quotation for Individual Packages. Price of each line item will be calculated automatically as per the percentage allocation.Bidders can submit their bids for single package or both the packages.Bidders will be ranked as L1, L2, L3, L4 etc package wise based on the Total Quoted Value of each Package. <p>The transporters who are qualified in Techno-Commercial bid will be permitted to participate in the Reverse Auction (RA). RA will be conducted for both the packages separately.</p>



	Final rates of L1 bidder will be counter offered to L2 onwards (low to high) till all the 4 transporters (including L1) confirm acceptance within specified time.
8.	PAYMENT TERMS:
8.1.	<p>SUBMISSION OF BILLS: Transporter has to submit bills separately for incoming and outgoing consignments within 1 month from the date of booking.</p> <ul style="list-style-type: none">i. Bills of consignments (Package1) booked from BHEL-SBD-Bangalore to anywhere in India are to be submitted to Commercial.ii. Bills of consignments (Package2) from any-where in India to BHEL-SBD– Bangalore are to be submitted to Stores Department (GI).iii. Bills of consignments (Package3) From Port / ICD to anywhere in India are to be submitted to Material Management department.iv. Bills must be complete in all respect with details of calculation and necessary enclosures containing information such as place of booking and delivery, actual weight and size of consignment, schedule of rate etc. Incomplete bills will not be processed for payment.v. LRs issued should bear printed serial numbers. Vehicle No. should be indicated in the LRs for all Full Lorry Load bookings. Original LR copy (consignee copy) should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc., in the LRs should not be done and will not be accepted, if not authenticated by the consignor. Copies of LRs submitted to BHEL & its customers should be legible. Remarks on the LR such as “AT OWENERS RISK”, “NOT RESPONSIBLE FOR LEAKAGE / DAMAGE” are not applicable for consignments booked under this contract.vi. Following documents must be submitted along with the bills. Original LR copy (Consignee copy) duly acknowledged and stamped by the consignee.<ul style="list-style-type: none">(a) In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.(b) Authorization letters issued by BHEL-SBD executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.- 2 copies(c) Original GR with 02 Photo Copies (Self Attested)(d) Loading Plan, Gate Pass, Vehicle RC Copy [(Clearly mentioning Load Capacity of Vehicle(self-Attested))](e) Under Load approval (If Applicable), Delay Approval (If Applicable).(f) If Transshipment is made, permission letter issued by BHEL-SBD.(g) Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors. <p>Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.</p> <p>The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.</p>



	<p>Requirement of RC: Transporter has to submit permanent vehicle registration certificate (RC) issued by RTO with all incoming consignments. Temporary registration certificate shall not be considered & freight bill will not be passed based on temporary RC.</p> <p>The Following Information Should be Incorporated in the Bill (To be submitted in 4 copies):</p> <p>Tender No., TC No. & Date, (if applicable) Requisition No. & Date, GR No. & Date, Package No. & Work</p> <p>Order No., Consignor and consignee addresses, GST Details of both BHEL & transporter, Transporter</p> <p>Details, Vehicle No., Rates per MT per KM, Diesel Escalation Rate, Basic & Total Freight.</p> <p>Information Required on Receipt of GR to be Clearly Mentioned:</p> <p>No. Of Packages Delivered, Vehicle No., Site Name, Stamp of Site to be endorsed, Reporting Date and</p> <p>Unloading Date, If some packages are Damaged then Damage Certificate (ODC) to be attached.</p>
8.2.	<p><u>Payment of Bills:</u></p> <ol style="list-style-type: none">BHEL will make payment to the contractor 45 days after completion of job and due verification of the bills submitted. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)). No other forms or mode of payment is made by BHEL.No advance payment shall be made to the Service ProviderAll the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the sameThe Income tax as applicable will be deducted from the bill of the contractor.Bidders to enclose a copy of cancelled cheque and submit the format for E-Payment (enclosed).
9.	<p><u>PRICE VARIATION CLAUSE</u></p>
9.1.	<p>The Rate is Firm except for rate variation on account of variation in Diesel Price as given below: Price variation will be allowed during the currency of Contract on account of increase / decrease in the Diesel Rates, as indicated by IOCL / BPCL / HPCL. The following diesel price variation clause will be applicable from the date of increase / decrease of diesel price.</p>
9.2.	<p>The freight rates finalized is subject to increase/decrease at the rate of 0.3 paisa per MT per KM for every 10 paisa statutory increase/decrease in diesel price (inclusive of Taxes applicable at Bangalore as indicated by IOCL / BPCL / HPCL). The increase/decrease will be proportionate when the increase/decrease is less than 10 Paisa per litre.</p>
9.3.	<p>Base price will be the price on the Technical-Bid opening day. Actual rates will be calculated as mentioned above.</p>
10.	<p><u>PENALTY</u></p>



10.1.	<p>TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY</p> <ul style="list-style-type: none">i. BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be affected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.ii. Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.iii. Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of valid Road Permit / Online permit to the Carriers.iv. For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted.v. In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.vi. Transit Time for Consignment of various categories is generally considered as 300 kms per day.vii. Grace Period: For various operational considerations a grace period as follow will be provided: Up to 700 KM : 1 Day 701 to 1500 KM : 2 Day Above 1500 KM : 3 Daysviii. Penalty for Full Loads: 2% of freight per Week subject to maximum of 50% of freight charges for particular consignmentix. Penalty for Part Loads: 2 % of freight per Week subject to maximum of 50% of freight charges for particular consignment.x. In case of delayed delivery, the grace time also will be taken in to account for calculating the penalty amount.xi. 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
10.2.	<p>PENALTY FOR NON PLACEMENT OF VEHICLES: -</p> <ul style="list-style-type: none">i. Transporter / Contractors shall give utmost importance for placement of vehicles as and when requested by BHEL. The vehicle request will be in the form of e-mail and will be generally issued on the evening of the day for the next working day. The vehicles will have to be placed by the Transporter within stipulated period, a maximum of 48Hrs is considered as reasonable time for placement of vehicles.ii. For non-placement of vehicles within stipulated period the penalty will be imposed and deducted from the bills of the Transporter who have not placed the vehicles. A penalty of Rs.500/- (Rupees five hundred only) per vehicle per day is levied till the vehicle is provided. The penalty is subject to a maximum of Rs.5000/- (Rupees five thousand only) and will be deducted from the transporters running bill or security deposit.iii. The default of the approved contractors will be reviewed periodically, more than three defaults in a quarter is considered serious and will be intimated about non-performance in writing. Failure on the part of the contractors to review and improve the situation may render BHEL to take necessary action including termination of the contract and forfeiture of security deposit. No appeal will be entertained in this regard.
10.3.	<p>TRANSHIPMENT AND PENALTY</p> <ul style="list-style-type: none">i. Transshipment of goods / consignments is generally not acceptable enroute.ii. Transshipment in the enroute is allowed under exceptional circumstances such as



	<p>major mechanical breakdown of the vehicle requiring extended detention of vehicle, damage to vehicle due to road accident or other natural calamities, or other such reasons beyond the control of the driver / transporter. Transshipment shall be done in such cases with due intimation to BHEL, SBD and obtaining prior permission. In such cases, delay penalty will not be waived in case of transshipment of the consignment enroute.</p> <p>iii. If consignments are transshipped without prior permission a token penalty of 10 % of the freight amount involved, will be levied.</p> <p>iv. Penalty will be levied if GPS or tracking system is not provided. Penalty= 25paise/km</p> <p>v. The ceiling of all penalties put together is 10% of the total contract value.</p>
11.	RISK PURCHASE
11.1.	<p>In the event of any successful Tenderer / approved contractor, after award of LOA / Contract fail to fulfill any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, including non-lifting of consignments as per contract / Contract agreement, BHEL will exercise their right to arrange for dispatch of those consignments through alternate Transport Carriers, within the enlisted band of Carriers of any Consignment Category of AITRC. If required, the technically qualified Carriers against this Tender irrespective of their availability in AITRC can also be considered for this purpose. For this purpose, the modes operandi will be as follows:</p> <p>i. BHEL will address by mail to all the enlisted Carriers in the AITRC in all the categories, except the defaulted Carriers, and call for a price bid alone for the schedules required giving only three days “time from the date of mail”. The L1 rate obtained by this way for the schedules, if acceptable to BHEL will be counter offered to other Carriers, who have submitted the price bid and limit the acceptance of counter offer as required for liquidation of the lot. While calling for the price bid, the details of the lot to be liquidated by dispatch will be indicated.</p> <p>ii. The additional expenditure / difference in Cost, if any, including consequential cost shall be recovered from the defaulted Carriers of the schedule in AITRC</p> <p>iii. The recovery from the Carriers will be in line with the load distribution pattern of the Contract.</p> <p>iv. The decision of BHEL with regard to arriving at the total cost of recovery from the Carriers shall be final and binding on the Carriers.</p>
12.	INTEGRITY PACT
12.1.	<p>IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of Independent External Monitor (IEM):</p> <p>i. Sh. Arun Chandra Verma, IPS (Retd.), Email: acvermal@gmail.com</p> <p>ii. Sh. Virendra Bahadur Singh, IPS (Retd.) Email: vbsinghips@gmail.com</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender,</p>



	Please contact: Name: Navit Mahajan Dept.: WCC Address: SBD, Bangalore Phone: (Landline/ Mobile) 080-22182216 Email: navit@bhel.in
12.2.	Bidders are required to Sign and Submit the Integrity Pact Format Enclosed.
13.	SERVICE LEVEL AGREEMENTS
13.1.	LOADING AND UNLOADING
13.1.1.	Loading and unloading of the goods is the responsibility of contractor. However for Loading and Un-loading at BHEL-SBD premises, material handling equipment such as forklift, mobile cranes, gantry cranes etc. along with driver / operator to facilitate the safe loading / unloading of materials will be provided free of cost.
13.2.	TRANSIT CONDITIONS, TRAFFIC REGULATIONS & REQUIREMENTS:
13.2.1.	The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
13.2.2.	The Transporters will make their own arrangements for proper parking of their vehicles overnight/ during detention in company's/customer's premises.
13.2.3.	The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.
13.2.4.	It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
13.2.5.	The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons /conditions. 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. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments. Transporters shall ensure that Motor Vehicle Act 1989 and Motor Vehicles Rules (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
13.2.6.	All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
13.2.7.	Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety
13.2.8.	ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE: The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
13.2.9.	The Transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The Transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.
13.2.10.	PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT: The Transporter shall ensure placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition. The tarpaulins in sufficient numbers have to be made



	available for every vehicle which is placed in BHEL SBD for carrying load and also good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
13.2.11.	To protect the consignments from rains, wind and moisture in warranting situations, Transporters shall ensure proper covering to the consignments with tarpaulin or other covering materials.
13.2.12.	Compliance of all the safety precautions and other instructions required in road transportation e.g., red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
13.2.13.	Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
13.2.14.	SAFETY OF CONSIGNMENT: The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
13.2.15.	The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
13.2.16.	Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points.
13.2.17.	Transporter shall auction no material belonging to BHEL where customer/ consignee have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end. Where all measures have exhausted and still the consignment is held by the Transporter for a period of three months or more, material shall be rebooked to the Consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.
13.2.18.	During the transportation of the material, if any penalty or fine is imparted by any of the government agency because of the material being carried, such penalty can be claimed by the transporter after submission of original receipts which will be reviewed by the user agency and can be sanctioned only by the Head of the user department.
13.3.	STATUTORY OBLIGATIONS OF TRANSPORTER: The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labor legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
13.3.1.	The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
13.3.2.	The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to



	any workmen by accident arising out of and in the course of this contract. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
13.3.3.	Employer Interests: Contractor shall watch and safeguard BHEL's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.
13.3.4.	Lien of Consignments: The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
13.3.5.	JOURNEY MANAGEMENT: <ol style="list-style-type: none"> Where BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle up to the destination free of cost. Transporter will permit installation of Vehicle Tracking System (VTS)/Global Positioning System (GPS), on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter. Transporters shall be bound to report movement / progress of all consignments, at regular intervals, through electronic communication systems such as - Fax, Mobile telephony / STD phones / Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL. Transporter will provide mobile phone in working condition with trucks and Trailers in order to have communication with the vehicle driver and shall give status on e-mail / phone of urgent and critical items to BHEL on daily basis.
13.3.6.	MOTOR VEHICLE ACT: As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act shall be payable. If any of the issues has not been dealt specifically in any schedule then the same will be decided in line with the provisions of other schedules/terms and conditions dealing with the same issue.
13.3.7.	<u>Compensation in cases of death/incapacitation of persons</u>
13.3.8.	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 of any of its employees as detailed below.
13.3.9.	Victim: Any person who suffers permanent disablement or dies in an accident as defined below
13.3.10.	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.



13.3.11.	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
13.4.	ROUTE AND DISTANCE
13.4.1.	ROUTE: All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
13.4.2.	Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency and authorized.
13.4.3.	DISTANCE: The distance for calculating freight charges shall be reckoned from the publication of Automobile Association of India or Road Map of India Published by Survey of India or Motoring Guide (latest edition). maps.google.com (web site). The distance calculated based on the above documents by BHEL-SBD, Bangalore is final and binding.
13.4.4.	BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
13.4.5.	ROUTE, SURVEY, PERMIT ETC. : It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
13.4.6.	In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned or transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all formalities/clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLICWORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, and REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
13.4.7.	The Transporter shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle /consignment, the Carrier alone shall be liable for its indemnification. The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL. All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.
13.4.8.	In case of any unrest in any part of the country / any deviations made by the state/central governments / under any unavoidable circumstances/any disturbances on the given shortest route, alternate routes which ensures the safety of the material may be proposed and the distance covered in the longer/alternate route will be finalized by the user agency and



	approved by the Head of the User Department (Commercial).
13.5.	DIESEL PRICE VARIATION CLAUSE
13.5.1.	The Rate is Firm except for rate variation on account of variation in Diesel Price as given below: Price variation will be allowed during the currency of Contract on account of increase / decrease in the Diesel Rates, as indicated by IOCL / BPCL / HPCL. The following diesel price variation clause will be applicable from the date of increase / decrease of diesel price.
13.5.2.	The freight rates finalized is subject to increase/decrease at the rate of 0.3 paisa per MT per KM for every 10 paisa statutory increase/decrease in diesel price (inclusive of Taxes applicable at Bangalore as indicated by IOCL / BPCL / HPCL). The increase/decrease will be proportionate when the increase/decrease is less than 10 Paisa per litre.
13.6.	PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION: Transporters shall bring along with trailer 2.6 to 3 Mtr length – 3 to 4 inch Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer. The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above shall be provided by BHEL for ODC.
13.7.	INSURANCE COVERAGE AND CLAIM
13.7.1.	Insurance: Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
13.7.2.	The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended up to date. Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
13.7.3.	The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
13.7.4.	Damage / Loss: If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site as applicable).
13.7.5.	On receipt of this information, BHEL SBD, Commercial will refer this to the concerned Finance department who in turn with mutual consultation will advise in writing, the value of damage /shortage or any other comments to Shipping so that further action will be taken up.
13.7.6.	Open Delivery: In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.
13.7.7.	Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility: Commercial /Shipping are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However Carrier has to own responsibility for the



	RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30days from the date of such communication received from BHEL for compensation. In case Carrier fails to compensate with the above period, BHEL will exercise their right to recover such compensation by deduction from such Carriers pending Bills / SD.
13.7.8.	Accidents: All accidents at any point shall be reported to agency concerned and BHEL, Commercial Shipping in writing or through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
13.7.9.	Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or Commercial, Shipping as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters.
13.7.10.	The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters. This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.
13.7.11.	Return freight payment for transporting the damaged consignment back to Bangalore after due clearance. In case of transporting the damaged cargo (due to accident, mishap etc.) back to Bangalore after insurance survey and BHEL clearance for returning such consignments to Bangalore, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters. In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit will be initiated.
13.8.	DELIVERY AGAINST CONSIGNEE COPY:
13.8.1.	Except dispatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will



	not be allowed.
13.8.2.	Weight of the Consignments: Freight payment will be restricted to the passing weight Capacity (Gross Weight – Unladen Weight) mentioned in the RC Book. Hence it is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing weight Capacity of the vehicle. If weight of the consignments loaded is lesser than the RC Book Passing Capacity of the vehicle, then the freight will be paid for the actual weight of the consignments loaded only. If weight of the consignments loaded is higher than the RC Book Passing Capacity of the vehicle, then the freight will be paid and restricted to the RC Book Passing Weight of the vehicle. I.e. at any cost freight will not be paid for more than the passing weight capacity of the vehicle mentioned in the RC Book. For this purpose, the copy of RC book has to be enclosed along with each freight bill to effect freight payment accordingly. The empty vehicle on arrival at BHEL, SBD will be weighed and any difference in the unladen weight will be factored into at the time of billing.
13.8.3.	The maximum weight of the consignment indicated in each consignment category is only indicative. However if the passing weight of the corresponding vehicle category is higher than the maximum weight limit of the consignment category, indicated in such cases the consignment will be loaded up to the passing weight capacity & freight will be paid on per MT per KM basis accordingly.
13.8.4.	However if excess weight is noted by the Carriers, as the case may be, the matter shall be brought to the notice of the concerned in Commercial / Shipping for necessary certification after weighing.
13.8.5.	Except for ODC consignments, if the excess weight/height is found enroute by the Statutory Authorities like RTO / COMMERCIAL TAX OFFICIALS, the weigh bridge slip or height receipt must be produced. Penalties levied if any by statutory authorities in such instances after submission of original receipts only will be verified and reimbursed by BHEL only after the sanction by the HOD of the user department.
13.8.6.	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 a MANAGER.
13.8.7.	Based on the above documentary evidence, the claim for excess freight may be considered on the merit of the case, on case-to-case basis and will be paid on per MT per KM basis of the respective rate schedule on pro-rata basis.
13.8.8.	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 Excise Duty 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.
13.9.	GOODS CONSIGNMENT NOTE & EXCISE INVOICE:
13.9.1.	GC / LR / LWB: 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 Lorry



	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.
13.9.2.	The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action. Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases; it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
13.9.3.	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
13.9.4.	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.
13.9.5.	The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL/CCC/FB and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
13.9.6.	The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.
13.9.7.	<p>EXCISE INVOICE : Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.</p> <p>In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.</p>
13.9.8.	In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant Excise duty forms as applicable.
13.9.9.	<p>1. Wherever E way bill is issued to Transporter, the transporter should hand over the Eway bill and get an acknowledgement from the consignee on the back of LR. Otherwise, any loss on account of this, will be recovered from the Transporter, which amounts to Rs.25,000/- as on date or at actuals whichever is applicable.</p> <p>2. The documents handed over at the booking points and meant to be handed over to the consignee such as Consignee copy of LR, Tax Invoice, E-way bill etc., should be carefully brought</p>



	<p>and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Transporters.</p> <p>3. For preparation of online E-way bill required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.</p> <p>4. The LR's issued by the Transporter at the time of booking the consignment should be complete in all respects with actual weight and dimensions of the packages. Purchase Order No., of BHEL-SBD, wherever applicable, should be clearly indicated in the LR. Corrections/ overwritings/ cuttings, if any, shall be done legibly and countersigned by the transporter. In case the dimensions are not clearly mentioned in the LR, bills will be paid for actual weight only. Vehicle Registration No., to be indicated on the LR .</p> <p>5. The transporter is responsible for soundness of packages at the time of booking and should not accept any booking of parcel in open / damaged / leaking condition. Once the transporter issues the LR, it is deemed that packages are handed over to them in good condition. The transporter is also responsible for any discrepancies found at destination.</p> <p>6. Whenever consignment is delivered in open / damage / shortage / leaking condition or consignment lost in transit, transporter shall issue necessary certificate / documents for claiming insurance. In case, underwriters refuse to settle the claim in full or part value, due to the fault of the transporter, the value of loss will be recovered from the transporter. Transporter is responsible for full value of the consignment in case of non-delivery of consignment.</p>
13.9.10.	DESPATCH & ENROUTE DOCUMENTS: Dispatch Documents & Consignment without BHEL Purchase Order reference should not be collected from BHEL/SBD to any consignee without any written permission from Commercial / Shipping. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
13.9.11.	The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
13.9.12.	<p>The Transport Carrier should ensure the collection of Form.31/e-sugam/e-waybill at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Commercial by the Transport Carrier concerned. Wherever FORM 31/e-sugam/e-waybill is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs.25,000/- per Form as on date.</p> <p>For preparation of online E-way bill required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.</p>



	E-way bill compliance is to be ensured specially w.r.t. transit time. If E-way bill lapses enroute or in case of transshipment, amendment to e-way bill will be done by transporter as per the guidelines of e-way bill system.
13.9.13.	The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
13.9.14.	En-route Documents: While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carriers' responsibility.
13.9.15.	If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time. The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/ challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.
13.10.	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.
13.11.	CONFLICT OF INTEREST: The Carriers awarded Contract against this Tender, if undertakes Contract from the Customer / Supplier/ vendor for transportation of BHEL Materials, then the freight rates chargeable for that work shall be only as per the approved rates, terms and conditions of this AIRTC 2019-21 irrespective of the schedules where he is enlisted or not in AIRTC 2019-21. In case of movement of consignment by BHEL on "Customer To-Pay basis" through BHEL approved Carrier/Customer/Supplier, the Transport Carrier should not enter into separate Contract with the Customer/Vendor under whatsoever may be the reason. If any violation in this condition is found and brought to the notice of BHEL SBD, the same will be viewed seriously and will lead to immediate suspension of the Carrier from the AIRTC without any notice and also will eventually terminate the Contract with the Carrier.
13.12.	PERFORMANCE MONITORING AND EVALUATION The performance of the Transport Carrier shall be monitored by the Commercial Department. In the event of performance being not satisfactory even in any one of the categories or location of the dispatches suitable action will be initiated against such Carriers which may lead to stopping of loads/suspension/termination and delisting in accordance with procedure in vogue. Performance Evaluation of the Carriers will be based on the following Factors <ul style="list-style-type: none">• Number of vehicle placed against the number of demands given• Delivery in time as per Contract• Volume of business, weight, freight value of consignment transported.• Transshipment en-route



13.13.	INDEMNITY:
13.13.1.	The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
13.13.2.	The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.
13.13.3.	<p>The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-</p> <ul style="list-style-type: none">• Observance of Labour & Industrial Laws.• All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.• Documentary compliance relating to freight billing. <p>Indemnity shall cover the entire transit right after loading to the unloading at destination.</p>
13.14.	<p>GPS</p> <p>The transporters should have the vehicle tracking system i.e., GPS or GLONASS technology which combines the use of automatic vehicle location in individual vehicles with software that collects these fleet data for a comprehensive picture of vehicle locations. The transporters may have tracking system included in their website or a separate GPS system to be made available or Online Tracking System for the consignment.</p> <p>All the information pertaining to vehicle route, requirement of documents, submission of LR after delivery etc., will be done through GPS. The transporters may directly provide GPS facility to the vehicles deployed at BHEL SBD or they can take the service from service providers available in the market at their risk and cost. The details of the service provider should be mentioned in the tender.</p> <p>In case of any practical difficulties in operating the consignments with GPS mode, the same will be reviewed and the suitable decision will be taken by the Head of the Commercial Department for further operations so that the transportation of BHEL consignments should not be affected.</p>
13.15.	<p>CONCILIATION:</p> <p>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 agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p>



	<p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure - A to this CC/ Agreement/ Contract /MoU etc. (strike off whichever is inapplicable).</p> <p>The Annexure-A together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).</p> <p>The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure – A to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure – A with effect from the date as intimated by BHEL to it.</p>
13.16.	ARBITRATION
13.16.1.	All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, SBD, Bangalore in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.
13.16.2.	In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL SBD, Bangalore, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.
13.16.3.	The decision of the arbitrator shall be final and binding on both the parties.
13.16.4.	The arbitration proceedings will be held at BHEL SBD, Bangalore or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration proceedings unless otherwise directed in writing by BHEL.



13.17.	JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Bangalore, Karnataka only shall have the Jurisdiction and is only after exhausting the Arbitration Clause as above.
13.18.	RIGHTS:
13.18.1.	BHEL may enter into parallel Contract simultaneously other than AIRTC with any number of Transporters as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / consignment categories.
13.18.2.	In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
13.18.3.	All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition BHEL, SBD, Bangalore has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
13.18.4.	The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However hiring of vehicles and services from other agencies/ Transporters is permitted.
13.18.5.	No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters.
13.18.6.	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
13.18.7.	It may be noted that as dispatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
13.18.8.	BHEL has the right to verify / audit check by surprise visits at various locations of dispatches at their discretion and see whether the above requirements are complied with by the



	Transporters. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.
14.	NON DISCLOSURE AGREEMENT: The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System. The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
15.	Terms & Conditions of Reverse Auction “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. <ul style="list-style-type: none">• Start price of RA to be L1 of sealed envelope Price bid.• Minimum 2 Techno-commercially qualified bidders are required to conduct RA.• Wherever 6 or more techno-commercially qualified bidders are available, RA would be conducted amongst the first 50% of bidders arranged in order of process from lowest to highest. However, there is no elimination of bidders who are MSE or qualifying under PPP-MII Order,2017 Bidders have to submit ‘Process compliance form’ (to the designated service provider) in the Reverse Auction. Non-submission of ‘Process compliance form’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).” Start price in the REVERSE AUCTION shall be as per Clauses mentioned below. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activities.
16.	Annexures
16.1.	Un-Price Bid – Package 1
16.2.	Un-Price Bid – Package 2
16.3.	Integrity Pact Format
16.4.	Reverse Auction Details
16.5.	Reverse Auction Form
16.6.	Process Compliance Form for Reverse Auction
16.7.	AGREEMENT BETWEEN CONTRACTOR AND BHEL- SBD
16.8.	Conciliation Forms
16.9.	E-Payment Bank Mandate Format
16.10.	PPP-MII Format
16.11.	Technical Deviation
16.12.	Non-Technical Deviation
16.13.	BIDDER INFORMATION
16.14.	BIDDER DECLARATION - I
16.15.	BIDDER DECLARATION - II



16.1. UN-PRICE BID

Package 1

PL – Part Load Consignments					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg. Number of vehicles
Not Applicable	Not Applicable. Total weight put together either in one single or a set of boxes shall not exceed 1MT.	Small consignments usually packed in wooden / hard board boxes. Percentage allocation is done for per MT. Price will be calculated on pro-rata basis of weight	0-500km Average distance: 400km	0.2694	223.01
			500-1000km Average distance: 750km	0.9803	483.59
			>1000km Average distance: 1250km	0.9185	293.40
LCV – Light Commercial Vehicle					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Mini Truck, Tempo Van, Mini Van etc.	1.00 to 3.50 MT's	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 400km	0.4256	95.00
			500-1000km Average distance: 750km	1.9180	224.74
			>1000km Average distance: 1250km	1.6219	132.22



HCV – Heavy Commercial Vehicle (7 MT)					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Lorry, truck, rigid vehicle etc.	7.00 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 400km	6.8373	975.35
			500-1000km Average distance: 750km	19.1452	1504.22
			>1000km Average distance: 1250km	34.1070	1654.23
HCV – Heavy Commercial Vehicle(9MT)					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Lorry, truck, rigid vehicle etc.	8.01 to 9.00 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 400km	0.3120	41.00
			500-1000km Average distance: 750km	1.5338	111.20
			>1000km Average distance: 1250km	7.8317	347.80



9 MT-OBT – JCB 28ft					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg. Number of vehicles
Open Body Truck	8.01 to 9.00 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 400km	0	0.00
			500-1000km Average distance: 750km	2.6320	118.62
			>1000km Average distance: 1250km	1.1121	31.26
HCV – Heavy Commercial Vehicle (16.0)					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg. Number of vehicles
Truck, Taurus, rigid vehicle etc.,	15.0 TO 16.0 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 400km	0.2839	20.50
			500-1000km Average distance: 750km	1.3268	55.60
			>1000km Average distance: 1250km	0.7834	23.90



MGV – Multi Axle Goods Vehicle / Articulated Vehicle – Trailer					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
40 Ft. Trailer, Articulated / Semi-articulated vehicle, open body etc	20.0 to 22.0 MT	Generally for LV Switchgear Panels packed in wooden casing and wooden base. 1.5 to 2.25 Mtr and Height: 2.0 to 2.5 Mtr. and Ceramic lined items like pipes, cones and other shapes in loose condition. Approx. size: Width 1 to 2.25 Mtr, Length:	0-500km Average distance: 400km	0.8183	41.00
			500-1000km Average distance: 750km	3.6980	111.20
			>1000km Average distance: 1250km	2.4061	47.80
MGV – Multi Axle Goods Vehicle / Articulated Vehicle – Trailer : ODC					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
40 Ft. Trailer, Articulated / Semi-articulated vehicle, open body etc	20.0 to 22.0 MT	Generally for LV Switchgear Panels packed in wooden casing and wooden base. 1.5 to 2.25 Mtr and Height: 2.0 to 2.5 Mtr. and Ceramic lined items like pipes, cones and other shapes in loose condition. Approx. size: Width 1 to 2.25 Mtr, Length:	0-500km Average distance: 400km	1.3031	61.51
			500-1000km Average distance: 750km	5.8562	166.80
			>1000km Average distance: 1250km	3.8793	71.70
Sum Total Price for Package 1				TO BE QUOTED BY BIDDER	
GST %				TO BE QUOTED BY BIDDER	
Sum Total Price for Package 1 Including GST				TO BE QUOTED BY BIDDER	



Note:

- 1) For Part Load Consignments, quotation will be in per MT/km basis. For all other consignments Rate is Per Km basis.
- 2) **Bidders need to quote their Total price for each package, which will be used to calculate individual line items using percentage allocation.**
- 3) Bidders can submit their bids for single package or both the packages.
- 4) Bidders need to understand and quote most competitive rates considering a long term nature of the contract. Seasonal fluctuations and other influencing factors for execution of the contract need to be considered and price cannot be the reason for not providing the vehicles when indented. Penalty clause for non-placement of vehicle will be applied in all such cases.



16.2 UN-PRICE BID

Package 2

PL – Part Load Consignments					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg. MT
Not Applicable	Not Applicable. Total weight put together either in one single or a set of boxes shall not exceed 1MT.	Small consignments usually packed in wooden / hard board boxes. Percentage allocation is done for per MT. Price will be calculated on pro-rata basis of weight	0-500km Average distance: 500km	0.0358	5
			500-1000km Average distance: 1000km	0.0257	3
			>1000km Average distance: 1500km	0.0211	2
LCV – Light Commercial Vehicle					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Mini Truck, Tempo Van, Mini Van etc.	1.00 to 3.50 MT's	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 500km	0.1134	8
			500-1000km Average distance: 1000km	0.0546	2
			>1000km Average distance: 1500km	0.0788	2



HCV – Heavy Commercial Vehicle (7 MT)					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Lorry, truck, rigid vehicle etc.	7.00 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 500km	0.0733	4
			500-1000km Average distance: 1000km	0.0692	2
			>1000km Average distance: 1500km	0.0991	2
HCV – Heavy Commercial Vehicle					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Lorry, truck, rigid vehicle etc.	8.01 to 9.00 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 500km	0.6942	34
			500-1000km Average distance: 1000km	0.2325	6
			>1000km Average distance: 1500km	0.8552	16



HCV – Heavy Commercial Vehicle (16.0)					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
Truck, Taurus, rigid vehicle etc.,	15.0 TO 16.0 MT	Products described in scope packed in wooden crates / boxes or in loose condition	0-500km Average distance: 500km	2.8165	98
			500-1000km Average distance: 1000km	1.1959	22
			>1000km Average distance: 1500km	1.5371	20
MGV – Multi Axle Goods Vehicle / Articulated Vehicle – Trailer					
Type of Vehicle	Weight Carrying Capacity	Remarks	Distance Slab	Percentage allocation	Avg Number of vehicles
40 Ft. Trailer, Articulated / Semi-articulated vehicle, open body etc	20.0 to 22.0 MT	Generally for LV Switchgear Panels packed in wooden casing and wooden base. 1.5 to 2.25 Mtr and Height: 2.0 to 2.5 Mtr. and Ceramic lined items like pipes, cones and other shapes in loose condition. Approx. size: Width 1 to 2.25 Mtr, Length. PV Modules: 300MW/yr	0-500km Average distance: 500km	21.7717	1239
			500-1000km Average distance: 1000km	66.1801	1208
			>1000km Average distance: 1500km	4.1456	42
Sum Total Price for Package 2				TO BE QUOTED BY BIDDER	
GST %				TO BE QUOTED BY BIDDER	
Sum Total Price for Package 2 Including GST				TO BE QUOTED BY BIDDER	

Note:

- 1) For Part Load Consignments, quotation will be in per MT/km basis. For all other consignments Rate is Per Km basis.



- 2) **Bidders need to quote their Total price for each package, which will be used to calculate individual line items using percentage allocation.**
- 3) Bidders can submit their bids for single package or both the packages.
- 4) Bidders need to understand and quote most competitive rates considering a long term nature of the contract. Seasonal fluctuations and other influencing factors for execution of the contract need to be considered and price cannot be the reason for not providing the vehicles when indented. Penalty clause for non-placement of vehicle will be applied in all such cases.



Proforma – I

16.3 INTEGRITY PACT Between

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

and

----- hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART"

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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



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

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

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

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of **competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.**

2.1.4 The **Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.**

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

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

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

Section 4 - Compensation for Damages

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

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.



Section 5 - Previous Transgression

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those subcontractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Subcontractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

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

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

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Subcontractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) / Sub-contractor(s) with confidentiality,

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



8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD. BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.

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

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

For & On behalf of the Principal For
(Office Seal)

&

On behalf of the Bidder/ Contractor
(Office Seal)

Place-----



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(Part A)

Date-----

Witness:
(Name & Address)

Witness:
(Name & Address)

Proforma - II



16.4 Details related to Reverse Auction

LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by Service Provider. Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.

Auction Start price & Decremental Value: The Start Price shall be lower L1 of sealed envelope price bid & Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the sealed envelope price bid and will be available to the vendors on the bidding screen of the online reverse auction.

LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.

AUCTION TYPE: English No Ties Reverse (Refer Bidder Manual)

VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:

- Rank of the bidder
- Lowest bid in the reverse auction
- Bid Placed by him

AUCTION WINNER: At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.

The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

BHEL's decision on award of Contract shall be final and binding on all the Bidders.

BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.

BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non-availability of WEB/Screen etc.

BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.



16.5 Reverse Auction Form

Event Information

The “BHEL” has contracted to conduct this online bidding event. Service Provider shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

“BHEL-EPD”

A. General Contract related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

Mobile No:

“Service Provider”

Software Related Queries/ Process related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

TO BE INTIMATED LATER



16.6 Process Compliance Form

To
Service Provider,

-----.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for -----
--- (Items) against BHEL Tender No. dated

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization

16.7 AGREEMENT BETWEEN CONTRACTOR AND BHEL- SBD



This Agreement made on this _____ day of _____ Two Thousand and Nine between M/s / Shri _____ aged about _____ years S/O of Shri _____, residing at _____, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First part.

AND

BHARAT HEAVY ELECTRICALS LIMITED, SOLAR BUSINESS DIVISION, Prof. CNR Circle, P.B.1245, IISc Post, Malleswaram, BENGALURU-560012, a Company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049, **hereinafter called " BHEL-SBD "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

Whereas

1. BHEL, SBD is desirous of entrusting to the said contractor to engage and carryout the contract job of more specifically mentioned in the Annexure (hereinafter called the Contract work) to this Agreement.
2. The Contractor who is a specialized agency in the type of contract work in different establishments has agreed to undertake the said contract work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i) Notice Inviting Tender
- (ii) Scope of Work
- (iii) Proforma for Offering Techno-Commercial Bid
- (iv) Special Terms & Conditions of the Contract
- (v) General Terms and Conditions
- (vi) Duties and Responsibilities of Contractor
- (vii) Price Bid Format
- (viii) Declaration By Contractor
- (ix) Any minutes of the meeting & written understanding between BHEL & Contractor
- (x) Work Orders and Work Instructions issued to the Contractor
- (xi) Agreement between Contractor and BHEL-SBD

Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s-----



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(Part A)**

[Authorized signatory]
Name & Designation

Witness : 1

Signature :

Designation :

Address :
For and on behalf of
Bharat Heavy Electricals Limited
Solar Business Division ,
Bengaluru 560012.

[Authorized signatory]
Name & Designation

Witness : 2

Signature :

Designation :

Address :



16.8 THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 .

Name

Company

Signature



ANNEXURE IA:

MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018.

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. 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 herein:
The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.



8. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
9. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
10. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
11. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
12. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
13. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
14. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
15. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of



- the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
- a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL



	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or



- Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
 32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
 33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.



FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: ContractNo/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above-referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours
faithfully
Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



FORMAT-8 FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above- referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully
Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in
connection with the subject Contract No
/MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are
nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of
the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract
...../MoU/Agreement/LOI/LOA, if possible. Name and contact

details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable)
before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please. Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



16.9 Format for E-payment

To:

AGM (Finance)

BHEL-SBD/ Bengaluru
Opp. Indian Institute of Science
Prof. CNR Rao Circle
Bengaluru – 560093

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch RTGS IFSC code :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch NEFT IFSC code :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf



16.10. PPP-MII Format

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name : **Frame Work Agreement for All India Transport Rate Contract**

Enquiry No. : 59695

Project : **Frame Work Agreement for All India Transport Rate Contract**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **Frame Work Agreement for All India Transport Rate Contract** (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of, Date:

Authorized Signatory

(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.



16.11 TECHNICAL DEVIATION

SI No.	Volume	CLAUSE NO.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder-_____ NOS.

Place:

Date:

Signature & Seal of the bidder:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per formats for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.



16.12. NON-TECHNICAL DEVIATION

SI No.	Volume	Part/Clause SI no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per formats for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.



16.13. BIDDER INFORMATION

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Name of Authorized Signatory	
3	Name of Contact person for this tender	
4	Email-id of contact person	
5	Contact number	
6	Bank Account Details (Name of Bank, Branch and Account Number). Cancelled Cheque to be enclosed	
7	Details of Relatives employed in BHEL, Name Designation and Unit	
	Relative 1	
	Relative 2	
	Relative 3	



16.14. BIDDER DECLARATION - I

S. No.	Parameter	Requirement fulfilled (Yes / No / NA/ Value)
1	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
2	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
3	I have quoted rates for the total scope of work mentioned in the tender document	
4	I agree to participate in the auction as per Tender Terms and Conditions	
5	I have understood and accepted the payment terms of BHEL	
6	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
7	I have understood the LD clause mentioned in this tender and submit my agreement for the same	
8	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
9	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
10	Signed and submitted the technical deviations sheet	
11	Signed and submitted the non-technical deviations sheet	



16.15. BIDDER DECLARATION II

I, -----, aged-----Yrs., S/o -----,
Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.

[Signature with Name & seal of the Tenderer]

Date :
Place :