

**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
PLOT NO. 25, SECTOR 16A, NOIDA,
DISTT. – GAUTAM BUDDH NAGAR (U.P.) - 201301**



TENDER DOCUMENTS

FOR

**MATERIAL TRANSPORTATION THROUGH HIGH BED AIR
SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN
NEPAL TO ARUN III SITE/ AHAE STORE IN NEPAL**

CUSTOMER

SJVN Arun-3 Power Development Company Pvt.Ltd. (SAPDC)

TENDER SPEC. NO.:

TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE

15-07-2025

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT

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BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
PLOT NO. 25, SECTOR 16A, NOIDA,
DISTT. – GAUTAM BUDDH NAGAR (U.P.) - 201301

REF No.	TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26	Date :	15-07-2025
SUB :	TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHAE STORE IN NEPAL"		

Dear Sir,

1 Sealed tender are invited for the following :

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHAE STORE IN NEPAL	03 months from the date of LOI	Nil	04-08-2025 11.00 hrs.	04-08-2025 16.00 hrs.

2 Bidder has to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

Procedure for Submission of Tenders through e-tendering:

The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in> . The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in>

Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

a) Technical Bid (Un priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0
- Technical Bid (without indicating any prices).

b) Price Bid:

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.

- iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi) **REVERSE AUCTION IS NOT ENVISAGED FOR THIS TENDER. BIDDERS ARE REQUESTED TO QUOTE MOST COMPETITIVE OFFER IN THE PRICE BID.**

c) Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

d) Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

3 EMD is not applicable for this Tender.

4 Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 02 to 03 mentioned above.

5 The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.

6 Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.

7 REVERSE AUCTION IS NOT ENVISAGED FOR THIS TENDER. BIDDERS ARE REQUESTED TO QUOTE MOST COMPETITIVE OFFER IN THE PRICE BID.

8 The contractor shall give his explicit confirmation without any deviations to the HSE (Health, Safety and Environment) requirements as per enclosed specification No. TBSM/HSE/NIT-01, Rev-02 Date 31.01.2024. Contractors are also required to furnish details as per Annexure (HSE) to NIT along with their offer. Offers received without compliance & data about HSE requirements are liable to be rejected.

9 All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

10 Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.

14 Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in general/ special conditions of contract for ETC works.

15 "In case this tender is awarded to first time contractor*, then the bidder shall be eligible to qualify for the next tender of similar work# of BHEL, TBG; only after successful executing of 50% (fifty percent) of this work prior to the date of next tender (in which bidder desires to quote) and on satisfactory performance feedback by BHEL site Incharge."

* First time contractor: The bidders who have not successfully executed more than 50% (fifty percent) of awarded similar work by BHEL (TBG/ ISG/Power Sector/Any BHEL Unit) in last 5 years from date of NIT.

The bidders who have taken any order from BHEL under 1st time category, and desires to further participate in BHEL tenders, needs to submit a certificate/ undertaking mentioning the reason of not executing 50% of awarded work, hence the criteria under 1st time bidder shall not be applicable to them. The certificate/ undertaking shall be duly certified by Site In charge of BHEL

Similar work: Similar to nature of work of the tender under consideration.

16 Before submission of offer, the tenderer is advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.

17 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

18 Integrity commitment, performance of the contract and punitive action thereof:

- 18.1. Commitment by BHEL:
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 18.2 Commitment by Bidder/ Supplier/ Contractor:
- i) The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".
- 19 Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- 20 BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 21 Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
- 22 The evaluation currency for this tender shall be INR.
- 23 The Submission of EMD is compulsory for subject tender. In case requisite Amount of EMD not submitted by the bidder before tender opening or along with offer, the offer shall not be considered for evaluation and the offer shall be rejected.
- 24 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 25 Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and freezed. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected.
- 26 In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
- 27 **Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.**

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

- 28** Work schedule and the deployment of manpower and T&P resources committed by the contractor in their offer, to match the scheduled completion, shall be submitted by contractor and mutually agreed with site In-charge immediately after the award of work.
- 29** In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
- 30** Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
- 31** The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technical capability will be discussed and ascertained by the committee.
- 32** **Conflict of Interest among bidders/Agents: -**
 "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2) Indian/foreign agent on behalf of only one principal; or
 - 3) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - 4) In case of it holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Thanking you,

Yours faithfully,
 For and on behalf of BHEL,

(Ashok Kumar Meena)
AGM /TBSM

PROJECT INFORMATION

REF No. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE :

15-07-2025

1	CUSTOMER:	SJVN Arun-3 Power Development Company Pvt.Ltd. (SAPDC)
2	PROJECT LOCATION AND DETAILS:	TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL"
3	LOADING AND UNLOADING POINT ADDRESS:	<p><u>Origin / Loading Point:</u> CJ Darcl Logistics Limited, Ward No. 3, Gokuwa Chowk, Budhiganga Gaupalika, District Morang, Biratnagar, Nepal</p> <p><u>Destination / Unloading Point:</u> Engineer Incharge SAPDC SJVN Arun-3, BHEL Site Store, Ahale Village Project Road, Ward No-5, Diding District Sankhuasabha, (Nepal)</p>
4	CONTACT PERSON: FOR CONTRACTUAL ISSUES	<p>Ashok Kumar Meena AGM (TBSM) SUBCONTRACTS MANAGEMENT, TRANSMISSION BUSINESS GROUP, Plot No. 25, Sector-16A, Noida, Distt. Gautambudh Nagar, UP-201301</p> <p>PHONE: 0120-674-8545/ 9831038136 E-mail: akmeena@bhel.in</p>
5	CONTACT PERSON: FOR ENGINEERING ISSUES	<p>JAI KUMAR DGM (TBEM-Electrical) TRANSMISSION BUSINESS GROUP, Plot No. 25, Sector-16A, Noida, Distt. Gautambudh Nagar, UP-201301</p> <p>PHONE: 0120- 674- 8534, 9214448521 E-mail: jaik@bhel.in</p>
6	CONTACT PERSON: FOR CONTRACT EXECUTION ISSUES	<p>Ratheen Sarkar AGM & Sector Head/TBES TRANSMISSION BUSINESS GROUP, Plot No. 25, Sector-16A, Noida, Distt. Gautambudh Nagar, UP-201301</p> <p>PHONE: 0120-6748228/8140714999 E-mail: ratheen@bhel.in</p>

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

REF:

DATE:

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. – Gautam Buddha Nagar, UP-201301

Dear Sir,

Sub: Submission of Offer against following tender specification No. :

TENDER REF NO. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE: 15-07-2025

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Transmissin Business Group (TBG) in accordance with the terms and conditions thereof. I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc., issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Specifications
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL. I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Place :

Date :

Signature of the Authorized Signatory

Name:

Designation:

TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD

ANNEXURE – X

DECLARATION BY BIDDER

REF: TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE: 15-07-2025

SUB : TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHAE STORE IN NEPAL"

It is certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

Also It is being declares that we _____(Bidder Name) will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

ANNEXURE – Y

REF: TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE: 15-07-2025

SUB : TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHLE STORE IN NEPAL"

Subject: Declaration confirming knowledge about Route / Site conditions

I/We, _____ hereby declare and confirm that we have visited the Project Site (both origin and destination points including the route) with reference to above BHEL Tender Specifications and acquired full knowledge and information about the route/ Site conditions including route survey, roads, crossings, bridges, the Law & Order and other conditions prevalent at and around the route.

We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of route conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Visited Official Name & Contact Details:

(Signature of Tenderer)

Date :

Place :

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

NO DEVIATION CERTIFICATE

REF:

DATE:

SUB : TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL"

TENDER REF NO. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

Dated 15-07-2025

Subject: NO DEVIATION CERTIFICATE

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions

Thanking you,

(Signature of Tenderer)

Date :

Place :

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

Declaration for relation in BHEL

REF:

DATE:

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. - Gautam Buddh Nagar, UP-201301

Dear Sir,

Sub: Declaration for relation in BHEL

TENDER REF NO. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

Dated 15-07-2025

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

Tick (✓) any one as applicable:

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

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

a)

b)

Signature of the Authorized Signatory

Note:

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

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

DECLARATION REGARDING INSOLVENCY / LIQUIDATION / BANKRUPTCY PROCEEDINGS

REF:

DATE:

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. – Gautam Buddh Nagar, UP-201301

Dear Sir,

Sub: Declaration Regarding Insolvency / Liquidation / Bankruptcy Proceedings

Reference Documents :

(a) NIT/Tender NO.

TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

Dated

15-07-2025

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

Thanking you,

Date :

(Signature of Tenderer)

Place :

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER REGARDING
AUTHENTICITY OF SUBMITTED DOCUMENTS**

REF:

DATE:

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. - Gautam Buddh Nagar, UP-201301

Dear Sir,

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

Reference Documents :

(a) NIT/Tender NO.	TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26	Dated	15-07-2025
(b)	All other pertinent issues till date		

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

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

Thanking you,

Date :

(Signature of Tenderer)

Place :

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

(TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD)

DECLARATION REGARDING NO CONFLICT OF INTEREST

REF: TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

DATE: 15-07-2025

NIT TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL"

To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
6th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. – Gautam Buddh Nagar, UP-201301

Dear Sir,

Subject: DECLARATION REGARDING NO CONFLICT OF INTEREST

Reference Documents :

NIT / TENDER NO. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

Dated 15-07-2025

We, M/s. _____ a company/Firm incorporated under the laws of the country having its registered office at _____, hereby declare and confirm the following in connection with the tender No.

We confirm that no conflict of interest exists in our participation in this tender.

None of our personnel, agents, or subcontractors have any personal, financial, or business relationship with BHEL's employees or officials involved in this tender process that could constitute a conflict of interest.

None of our directors, employees, agents, or allied firms have been involved in need assessment, procurement planning, or evaluation of this tender.

If we are acting as an agent/distributor, we confirm that we do not represent more than one manufacturer in this tender and that the OEM is not bidding separately.

We are not participating in more than one bid in this tender. *

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

We understand that false declarations may result in disqualification or legal action."

Thanking you,
Yours faithfully,

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

Note:

1)Attach separate sheet, if necessary.

INDEMNITY BOND

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

This Indemnity Bond executed by <_____ name of company> having their Registered Office at <_____> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its unit - TBG, 5th Floor, BHEL Sadan, Plot No. 25, Sector-16A, Noida-201301 (UP). (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s_____, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHLE STORE IN NEPAL

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <_____Months > i.e till <_____>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s _____ these presents on the day, month and year first, above written at _____ by the hand of its signatory Mr._____.

Signed for and on behalf of M/s _____

Witness

1 _____

2 _____

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 through its Unit at BHEL, Transmission Business Group, Noida (name of the Unit) having agreed to exempt _____ (Name of the Vendor / Contractor / Supplier) with its registered office at _____¹ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____² valued at Rs. _____³ (Rupees _____) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including _____⁵ and shall be extended from time to time for such period as may be desired by the Employer.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁴
- b) This Guarantee shall be valid up to⁵
- c) Unless the Bank is served a written claim or demand on or before⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ CONTRACT VALUE

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE (At least 3 months more than completion period)

⁶ DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

Notes:

- 1 The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3 **In Case of Bank Guarantees submitted by Foreign Vendors:**
 - a **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)**
From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

FORMAT FOR E-PAYMENT

To,
 AGM/FINANCE
 Transmission Business Group,
 Bharat Heavy Electricals Limited,
 5th Floor, BHEL SADAN,
 Plot No. 25, Sector-16A, Noida,
 Distt. – Gautam Buddh Nagar, UP-201301

Dear Sir,

Sub: e-Payment vide RTGS/NEFT

I / We hereby request and authorise you to effect E-Payment vide any of the two modes to my 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 the bank	

Bank / Branch contact person's Name	
Bank / Branch Telephone Number with STD Code	
Bank Branch MICR Code (Please enclose a copy of a cheque. This Cheque should not be a payable at par cheque.)	
Bank Branch RTGS IFSC Code	
Bank Branch NEFT IFSC Code	

Vendor email address	
Name of authorised signatory of Vendor	
Vendor's Contact persons 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,

Name and Designation of Authorised person (s)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of _____, the signature of the authorised signatory and the 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

Pre-Qualifying Requirements

Tender Ref. No. **TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26**Date : **15-07-2025**

SUB : **TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL"**

Tenders (Under two-part bid system) are invited from competent contractors for subject works. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

Sl. No.	Criteria	Description																
A	Turn Over	<p>Bidders should have a minimum average annual turnover (Annual Gross Revenue from operations/ Gross operating income as incorporated in the profit & loss account excluding Other Income) of ₹ 19,67,485/- for last three financial years (2021-22, 2022-23 & 2023-24) or (2022-23, 2023-24 & 2024-25) and should submit audited balance sheet and Profit & Loss Account Sheet of these years.</p> <p>The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.</p> <p>In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not mandatory as per extant rules, CA certificate certifying turnover and profit for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.</p>																
B	Profit & Networth	<p>Bidder should have earned profit in at least one financial year during the period of last three Financial Years as per Sl. No. A above</p> <p style="text-align: center;">and</p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘A’ above should be positive. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p>																
C	Similar Work	<p>Bidder should have successfully completed :</p> <p style="text-align: center;">“Transportation of goods/ industrial material/ cargo etc. through single contract/rate contract”</p> <p style="text-align: center;">during last seven years ending on 30.06.2025 and should be either of the following:</p> <table><tr><td>(i) One similar job/ rate contract executed costing (except service tax/GST) not less than</td><td><u>52,46,626</u></td></tr><tr><td>Rs.</td><td></td></tr><tr><td colspan="2" style="text-align: center;">OR</td></tr><tr><td>(ii) Two similar jobs/ rate contract executed costing (except service tax/GST) not less than</td><td><u>32,79,141</u></td></tr><tr><td>Rs.</td><td></td></tr><tr><td colspan="2" style="text-align: center;">OR</td></tr><tr><td>(iii) Three similar jobs/rate contract executed costing (except service tax/GST) not less than</td><td><u>26,23,313</u></td></tr><tr><td>Rs.</td><td></td></tr></table>	(i) One similar job/ rate contract executed costing (except service tax/GST) not less than	<u>52,46,626</u>	Rs.		OR		(ii) Two similar jobs/ rate contract executed costing (except service tax/GST) not less than	<u>32,79,141</u>	Rs.		OR		(iii) Three similar jobs/rate contract executed costing (except service tax/GST) not less than	<u>26,23,313</u>	Rs.	
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Rs.																		
OR																		
(iii) Three similar jobs/rate contract executed costing (except service tax/GST) not less than	<u>26,23,313</u>																	
Rs.																		

NOTES:

- 1 The Bidder shall submit the Contract Agreement/Work Order/LOI with BOQ/performance/completion/execution certificate/Any proof of completion of work issued by Customer/contractor in support of experience along with technical bid in support of qualification.
- 2 The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
- 3 In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B and C mentioned above.
- 4 If the job is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
- 5 Consortium/ JV bidding is not allowed.
- 6 BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
- 7 BHEL shall not be responsible for any delay, loss, damage for bids/documents sent by post.

- 8 BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- 9 Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
- 10 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily
- 11 If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
- 12 Bidder's selection is subject to approval of BHEL's customer for this work. The approval/acceptance of bidders from Customer is mandatory requirement for subject tender.
- 13 All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

General conditions of contract for Transportation Work

Tender REF No. TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26

Date : 15-07-2025

SUB : TENDER FOR MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHLE STORE IN NEPAL"

A1 GENERAL INSTRUCTION

- 1 All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

A2 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- 1 Bidders may please refer Cl no. 2 to Cl no. 4 of the Notice inviting tender.
- 2 The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.
- 3 Tenders shall be opened by the officers concerned of BHEL at the time, date and venue as specified in the tender enquiry. Tenderer or their authorized representative may witness the bid opening.
- 4 The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 5 Before submission of offer, the tenderers are advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.
- 6 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof the information furnished shall be complete by itself.
- 7 The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 8 The tenderer shall quote a percentage above/ below/At Par the rates shown in the "Bill of Quantities Cum Price Schedule (Annexure-I)" of subject tender.
- 9 The quoted percentage will apply to the individual items of "Annexure-I i.e Bill of Quantity Cum Price Schedule" uniformly.
- 10 All entries in the tender shall either be typed or be written legibly in ink. Erasing and overwriting are not permitted and may render such tender liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 11 The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

A3 ADJUSTMENT PRICE DISCREPANCY (IES):

- 1 Not Applicable being e procurement

A4 EVALUATION OF TECHNICAL BIDS

- 1 Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- 2 In case the same qualifying experience is claimed by more than one bidder due to subletting of work by main contractor to subcontractor (s) then following conditions shall be applicable.
 - (a) For labour + consumable contract without material and T&P:
Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
 - (b) For contract with complete scope i.e. with materials, T&P, labour and consumable:
 - (i) Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
 - (ii) If the contractor offloads the labour and/or T&P portion only, benefit of work experience shall be given to the main contractor and not to the subcontractor who has executed only as labour supply contractor

The bidder's qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job

- 3 In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates/ form 26AS /bills for the said job.
- 4 Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the tender.
- 5 Details of qualifying work(s) executed by the bidder will be forwarded to the principle employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.
- 6 BHEL may conduct onsite verification of at least one of the qualifying works to verify completion of the work and evaluate capability and performance of the bidder.
- 7 The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

A5 EVALUATION OF PRICE BIDS

- 1 Price Bids of unqualified bidders shall not be opened.
- 2 The offers will be evaluated on the basis of total price basis (refer "BILL OF QUANTITY AND PRICE SCHEDULE) as shown in the price bid.
- 3 Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder
- 4 In case of electronic Reverse Auction, the unqualified bidders shall not be allowed to participate in reverse auction.

A6 DOCUMENTS TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following.

- 1 Tenders shall be signed by persons duly authorized/empowered to do so. An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents
- 2 **PERMANENT ACCOUNT NUMBER:**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual Partners, etc. shall be furnished along with tender.
- 3 **AUDITED BALANCE SHEET AND INCOME TAX RETURN:**
Copy of Audited Balance sheets and income tax return for last three financial years (financial years as specified in PQR)
- 4 **SOLVENCY CERTIFICATE:**
If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.
- 5 **DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:**
 - (i) **IN CASE OF INDIVIDUAL TENDERER:**
His/her full name, address and place & nature of business.
 - (ii) **IN CASE OF PARTNERSHIP FIRMS:**
The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.
 - (iii) **IN CASE OF COMPANIES:**
Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.
- 6 **OFFER FORWARDING LETTER (over the letterhead)**
- 7 **DECLARATION SHEETS** (As per Prescribed format) over the letter head
- 8 **NO DEVIATION CERTIFICATE** (As per Prescribed format) over the letterhead
- 9 **GST REGISTRATION CERTIFICATE**

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

A7 VALIDITY OF OFFER

The rates in the Tender shall be kept valid for acceptance for a minimum period of Four Months from latest due date of offer submission (including extension(s), if any). In case BHEL (Bharat Heavy Electricals Limited) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

A8 REJECTION OF TENDER & OTHER CONDITIONS:

- 1 The decision of acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - (a) To reject any or all of the tenders.
 - (b) To split up the work amongst two or more Tenderer as per NIT
 - (c) To award the work in part as per NIT
 - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 2 Conditional tenders, unsolicited tenders, containing abnormally low/ unworkable rates & amounts, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold / banning / delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry / Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.

- 4 In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry or opening of tender or award of work, BHEL reserves the right to reject the offer at any stage as deemed fit.
 - 5 Offers with inadequate Tools & Plants, Manpower Deployment Plan, and Method Statement are liable for rejection.
 - 6 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
 - 7 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
 - 8 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money/Security Deposit/any other moneys due.
 - 9 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
 - 10 In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting tender shall be informed to the fact as per specified format along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
 - 11 The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL's Site In charge/ Sector Head. For this the contractor shall submit request application to site in charge supported by credentials (financial and technical) and resource mobilisation schedule of such sub-contractor. Such request is to be considered in consultation with end user/ultimate customer (if applicable) and subject to satisfactory credentials, fund flow arrangement between them, HSE and other contractual and statutory obligations. The tenderer is solely responsible to BHEL for the work awarded to him.
 - 12 The Tender submitted by a tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
 - 13 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
 - 14 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- A9 NO DEVIATIONS ARE ACCEPTABLE:**
Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, the price implication, if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope super-scribed "PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS". No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

- A10 CONSORTIUM / JV BIDDING**
Consortium/ JV bidding is not allowed under this NIT.

B EARNEST MONEY DEPOSIT (BID SECURITY)

Not Applicable for this work.

C SECURITY DEPOSIT

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be 5% of the Contract Value. EMD of the successful tenderer shall be converted and

- 1 adjusted towards the required amount of Security Deposit.

- 2 **Mode of Security deposit:**

The security Deposit should be furnished before start of the work by the contractor.

"Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest".

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).
- vi) Insurance Surety Bonds.

(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)

3 Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- iii) 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 it shall be recovered from payment/s due to the Contractor.
- iv) 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, at the discretion of BHEL.

4 The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

5 The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.

6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

7 Conditions for acceptance of bank guarantees

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Name of Bank	Sl. No.	Name of Bank
1	State Bank of India	11	Punjab National Bank
2	Canara Bank	12	Union Bank of India
3	IDBI Bank Limited	13	Yes Bank Limited
4	ICICI Bank Limited	14	RBL Bank Ltd.
5	HDFC Bank Limited	15	Standard Chartered Bank
6	Axis Bank	16	Indian Overseas Bank
7	IndusInd Bank Limited	17	Kotak Mahindra Bank Limited
8	Bank of Baroda	18	Federal Bank Limited
9	Exim Bank	19	Hongkong and Shanghai Banking Corporation Ltd
10	Indian Bank		

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

- The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).
- In case of private sector banks, a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.
- In case of foreign vendors, the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.
- In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located

8 Return of Security Deposit

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor.

It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

D BANK ACCOUNT DETAILS FOR SECURITY DEPOSIT

Bank Account Details for submission of Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, PLOT NO. 25, SECTOR- 16A,
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	0000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

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SPECIAL CONDITIONS OF CONTRACT FOR TRNASPORTATION WORK

<u>SL. NO.</u>	<u>DESCRIPTION</u>	<u>CLAUSE</u>
1	BRIEF SCOPE OF WORK	Brief scope of work includes Material handling and loading of material from Biratnagar Store (Nepal) onward transportation to Arun-3 Site / BHEL Ahale Store through High Bed Air Suspension vehicle, safely handling without jerk during loading and transportation, safe keeping, handing over of material & complete record keeping. The Scope also include skilled manpower fuel, consumable etc to complete the scope of work with all necessary T&P including high boom swing crane etc as required to complete the work.
2	GENERAL	<p>The bidder shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws/Local or Truck UNION and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer.</p> <p>It is the responsibility of the Transporter/ Contractor to make actual assessment of the requirement of Trailers/Truck based on inspection of material by the bidder. The contractor has to carry out the work within finally accepted price. If the number of Trailers/trucks increase or decrease during the execution, no extra payment or deduction will be made by BHEL, as the Contract value shall be firm in nature.</p> <p>Responsibility of Transportation of BHEL Consignments up to respective sites and deployment of suitable Trailers shall lie with the Transporter.</p> <p>CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.</p> <p>The contractor shall comply with all the safety and quality norms of BHEL customer inside the plant premises.</p>

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3	RATE SCHEDULE	<p>1. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Lumpsum single price is to be quoted as per Annexure I of TCC. Price to be quoted in Price bid only.</p> <p>2. The tenderer shall quote the prices/rates against single lot as per the rate schedule only, in price bid format.</p> <p>Reverse Auction (RA), is not applicable in this tender.</p>
4	COMPLETION PERIOD	<p>Three (3) months from the date of LOI.</p> <p>In the event of detention at unloading point, time extension in days will be issued based on 1/4th of the detention period, calculated in days per vehicle.</p>
5	COMPANY REPRESENTATIVE	<p>BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.</p>
6	CONTRACTOR'S OBLIGATIONS	<p>a. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.</p> <p>b. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.</p> <p>c. The Contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007.</p> <p>As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account</p>

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		of violation of Motor Vehicle Act/State Act shall be payable by BHEL.
7	TYPE OF VEHICLE TO BE PLACED	<p>It shall be the sole responsibility of the Contractor to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Contractor's account.</p> <p>a) The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification.</p> <p>b) BHEL prefers their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise between the contractor and the owner of the vehicle/ any 3rd party, the contractor alone will be responsible for solving such dispute/s and BHEL shall not be a party to any such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.</p>
8	LOADING AND UNLOADING	<p>a) Unloading at destination is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Unloading at destination point.</p> <p>b) Loading at origin point shall in in the scope of bidder.</p>

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		c) Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.
9	TAXES AND DUTIES	<p>a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges,</p> <p>b) Goods Tax, Loading and Unloading enroute etc., and any extra claim whatsoever on any account over and above the accepted rates during the currency of Contract will not be entertained. However, GST and power block charges at Railway Crossing will be paid.</p> <p>c) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted.</p> <p>d) After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.</p>
10	GST	a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

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		<p>b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.</p> <p>c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p> <p>d) Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <p>(i) Vendor declaring such invoice in Form GST</p> <p>(ii) Receipt of Goods or Services and Tax invoice by BHEL</p> <p>e) E Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -</p> <p>I. Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.</p> <p>II. The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.</p> <p>III. Contractor shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act.</p> <p>IV. Invoice raised and uploaded in IFF/GSTR-1 by the Contractor should be available to BHEL in FORM GSTR-2B electronically through the common portal.</p> <p>V. Confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>f) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL Invoices will be</p>
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		<p>admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).</p> <p>g) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>h) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</p> <p>i) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>j) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</p> <p>l) GST is also applicable for all penalties and same will be recovered from defaulted contractor.</p> <p>GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be</p>
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		issued to the vendor on receipt/recovery of GST amount from the vendor.
11	PRICE VARIATION CLAUSE (PVC)	The rates agreed between BHEL and the Contractor will remain firm during the total period of the contract.
12	LIQUIDATED DAMAGES FOR DELAY	In case the transporter fails to complete the subject work within the time specified in the tender specification or any extension thereof subject to force majeure condition, the contractor shall be liable to pay by way of LD/Penalty a sum equal to the half percent of the un-executed quantity, per calendar week or part thereof by which the transportation of the project material is delayed, subject to ceiling of 10 % of the unexecuted quantity. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract. Amended/ revised contract value (excluding Extra Works, Supplementary /Additional Items) shall be considered for calculating LD/ penalty.
13	FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON-FIXING OF GPS IN THE VEHICLES	a) Providing GPS is mandatory except where waived by BHEL. b) The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle enroute, penalty of the basic freight value will be levied by BHEL. c) Missing of GPS information for few days between the journeys due to non-availability of network / week signal strength / repair of device etc., at remote locations may be considered for waiver of penalty by BHEL.
14	UPDATING OF DAILY VEHICLE MOVEMENT STATUS TO BHEL	The Contractor shall ensure updating of daily vehicle movement status to BHEL in the form and manner prescribed in the by BHEL.

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15	TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT	<p>a) The consignments are to be ordinarily transported in the same vehicles without any transshipment enroute.</p> <p>b) Transshipment, if required due to some inevitable circumstances or to meet some contingency, can be done only with the permission of BHEL.</p> <p>c) If the consignment is transshipped without the permission of BHEL, penalty shall be levied as per the Terms & Conditions of Contract.</p>
16	<u>DETENTION CHARGES</u>	<p>a) Detention charges of Rs. 2000/- per day per truck at unloading point shall be paid extra for the period beyond free period (72 hours from date and time of reporting to BHEL Site/store) (i.e. reporting time and date should be recorded on respective LR's and countersigned by BHEL Official).</p> <p>b) No detention shall be payable at Loading point.</p> <p>c) Unloading within BHEL premises will be made only if the Contractor's representative is available while reporting in of vehicles. If the unloading is delayed on account of absence of the Contractor's representative, the period so lost shall not be considered for detention charges.</p> <p>d) If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.</p> <p>e) Detention charges at BHEL premises shall be payable upon certification by BHEL Executive.</p> <p>Detention charges at unloading points at Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal. <u>In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site.</u> In such case the date of arrival of vehicle at Site, based on the GPS report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by BHEL/end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by BHEL / end user.</p>

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17	POWER BLOCK / HEIGHT GAUGE CHARGES	<p>a) The power block / height gauge charges at railway crossings shall be paid initially by the Contractor. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 cm. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of BHEL on case to case basis.</p>
18	BILLS & PAYMENT TERM	<p>a) The payment shall be made on Pro-rata basis as % of executed quantity, on receipt of material at Site/BHEL store and certification by BHEL Engineer. Please refer to the Packing list for the weight and dimensions of the GIS material.</p> <p>b) Note: If any material is added in the packing list in addition to already provided packing list, same will be considered extra payable on pro-rata basis.</p> <p>c) The Contractor shall be paid in accordance with the rates agreed in the Special Conditions/Commercial Conditions of the Contract. The transportation charges shall be inclusive of all expenditure on point to point transportation basis.</p> <p>d) The GR / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the GR / LR.</p> <p>e) The actual dimensions of the consignment shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Contractor. Any bill without these actual dimensions will not be passed for payment and returned to Contractor.</p> <p>Overloading beyond capacity of vehicle engaged is not permissible. The material to be transported in original packing. The dismantling/changing of packing during loading/transportation is not permissible. If the original</p>

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		<p>packing is damaged, required repairing/repacking to be done as per instruction of BHEL representative.</p> <p>f) Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.</p> <p>g) The Contractor agrees that no interest shall be payable by BHEL on any amount under this contract.</p>
19	TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS	<p>a) The Contractors will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.</p> <p>b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.</p> <p>c) The Contractors will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Contractor's obligations under this contract.</p> <p>d) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles.</p> <p>e) The Contractor shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.</p>

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		<p>f) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.</p> <p>g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.</p> <p>h) All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.</p>
20	ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE	<p>The Contractor 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. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.</p>
21	PROTECTION / SAFETY OF CONSIGNMENT	<p>The Contractor shall ensure: -</p> <p>a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.</p> <p>b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL to ensure its safer transit in the same condition.</p> <p>c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments.</p> <p>d) Compliance of all the safety precautions and other instructions required in road transportation e.g. red</p>

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		<p>flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Contractor.</p> <p>e) Lashing to be proper and safe. The Contractor to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.</p> <p>f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee.</p> <p>g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.</p>
22	STATUTORY OBLIGATIONS OF CONTRACTOR	<p>a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account.</p> <p>b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, register and other papers required to be maintained under the various statutes.</p>
23	ROUTE, SURVEY, PERMIT ETC.	<p>a) All consignments should be transported through the most appropriate and safe route identified by the contractor.</p> <p>b) It is the responsibility of the Contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.</p> <p>c) In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor.</p>

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		<p>The Contractor shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES, etc. for speedy transportation.</p> <p>d) The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.</p> <p>e) The provision of a pilot before the main vehicle, if required would be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons would also be at Contractor's cost.</p>
24	INSURANCE COVERAGE AND CLAIM	<p>a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third-party damages as per the Motor Vehicles Act, 1988.</p> <p>b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments.</p> <p>c) Position as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.</p>
25	DAMAGE / LOSS	<p>a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs.</p> <p>OR</p> <p>During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage</p>

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		<p>or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.</p> <p>b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.</p> <p>c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.</p> <p>d) In case of any visible damage/ suspected damage in the consignment, the Contractor should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.</p> <p>e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.</p> <p>f) Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted.</p> <p>g) In the event of any loss/damage to the consignment during transit, the transporter shall immediately file an FIR/ Diary (if required) and submit a damage report to the consignee & consignor with complete details & extent of loss/ damages. Transporter should co-operate with BHEL in all respect towards lodging of proper claim by BHEL on the insurer/underwriters and shall also coordinate all activities pertaining to the survey of the damaged consignment. This shall, however, not absolve the transporter of any responsibility for safe & proper transportation of the consignment to the destination and of his ability to</p>
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		<p>compensate BHEL for the damages/shortages in respect of the consignments. It may also be noted that the transit insurance coverage taken by BHEL is limited to our equipment only & not for the vehicle deployed by the transporter under any circumstances.</p> <p>h) In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.</p>
26	TAX INVOICE	<p>a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.</p> <p>b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.</p> <p>c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Contractor should demand the relevant duty forms as applicable.</p>
27	DESPATCH & ENROUTE DOCUMENTS	<p>a) While accepting the consignments for transportation, the Contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Contractors responsibility</p>

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		<p>b) Wherever Road Permit Form is issued to Transport Contractors, the Contractor should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Contractor which amounts to Rs.25,000/- per Form as on date.</p> <p>c) The Contractor at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.</p> <p>d) If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.</p> <p>e) The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/CONTRACTORS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to noncompliance of the above on this account, will be debited to the Contractors.</p>
28	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.
29	INDEMNITY	<p>a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.</p> <p>b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be</p>

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		<p>called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their workmen, servants or agents.</p> <p>c) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.</p> <p>d) The Contractor shall keep BHEL indemnified against any liability arising out of non-compliance of any Labour & Industrial Laws and/or any other statutes.</p> <p>e) The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.</p>
30	FORCE MAJEURE	<p>a) "Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <p>i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;</p> <p>ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;</p> <p>iii. epidemics, quarantine, and plague;</p> <p>iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.</p>

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		<p>b) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <p>i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.</p> <p>ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.</p> <p>iii. No delay or non-performance by either party hereto caused by the force majeure shall (a) constitute a default or breach of the Contract; or (b) give rise to any claim for damages or additional cost or expense occasioned thereby.</p> <p>iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.</p>
31	TERMINATION	<p>A) <u>Termination for BHEL's Convenience</u></p> <p>(i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.</p> <p>(ii) Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>(iii) In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, properly attributable to the work executed by the Contractor as on the date of termination;</p>

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		<p>B) <u>Termination for Contractor's Default</u></p> <p>(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:</p> <p>a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and</p> <p>b) has abandoned or repudiated the Contract or failed to respond despite a 14 days' notice by BHEL to proceed;</p> <p>c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;</p> <p>then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>a) Upon receipt of the notice of termination under this subclause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p> <p>(ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p>
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		<p>B.1. Recoveries after termination of Contract by BHEL:</p> <p>a) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>b) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>c) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.</p> <p>d) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <ol style="list-style-type: none"> from dues available in the form of Bills payable to defaulted Contractor against the same contract. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor. <p>C. <u>Termination by Contractor</u></p> <p>(i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any,</p>
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		<p>without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.</p> <p>(ii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination.</p>
32	ASSIGNMENT	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
33	CLOSING OF CONTRACTS	The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.
34	SUSPENSION OF BUSINESS DEALINGS	<p>BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or</p>

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		under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php
35	SETTLEMENT OF DISPUTE	<p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to AGM & Sector Head /TBES for amicable resolution by the parties, who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the AGM & Sector Head /TBES has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause "Conciliation" of GCC.</p> <p>CONCILIATION</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes"</p>

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		<p>shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
		<p>ARBITRATION:</p> <p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause “Conciliation” herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution i.e. “India International Arbitration Centre (IIAC) Delhi” and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Executive Director, TBG, BHEL, Noida, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi.</p>

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		<p>Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi.</p> <p>Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No.</p>
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		05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
36	NO INTEREST PAYABLE TO CONTRACTOR	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
37	LIMITATION ON LIABILITY:	Notwithstanding anything to the contrary in this Contract or LOA or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.
38	CONSEQUENTIAL LOSS	Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
39	FACILITIES PROVIDED TO MSEs: -	Vide office memorandum F.No.21(8)/2011-MA dated 09.11.2016, Office of AS&DC, Ministry of MSME has issued clarification regarding definition of Goods and Services under the Public Procurement Policy of MSEs order-2012, In accordance with the Public Procurement Policy for MSEs order-2012 and OM regarding definition of Goods and Services issued by Ministry of MSME, it is clarified that benefits as envisaged in Public Procurement Policy for MSEs Order 2012 are to be provided in respect of the procurements related to the Goods and Services produced and provided by Micro and Small Enterprises (MSEs) only and no benefits is to be given in Case of Works Contracts.
40	DELAY AND EXTENSION OF TIME	If, in the opinion of the Engineer, the work is delayed : (i) by reason of abnormally bad weather, or (ii) by reason of serious loss or damage by fire, or (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or

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		<p>(v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.</p> <p>In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:</p> <p>a) Time extension without levy of LD in case it is found that delay is not attributable to the vendor</p> <p>b) Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.</p> <p>c) In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.</p> <p>During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.</p> <p>In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.</p>
41	PERFORMANCE MONITORING	The Contractors performance shall be continuously monitored during execution of work at site.

SUB: MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE
FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL.

		In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.
42	MEASUREMENT OF WORK AND MODE OF PAYMENT	<ul style="list-style-type: none"> • All payments due to the contractors shall be made by e-mode only. • For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties. • These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book by BHEL Engineers and signed by both the parties. • These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties. • Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor. • All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary. • Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract. • The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

SUB: MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE
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		<ul style="list-style-type: none"> • If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor. • Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL. • Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.
43	OVERALL QUANTITY VARIATION	The rates are firm as long as the variation in the total value of work executed under the contract including extra items if any remains within plus/minus 30 percent of the contract value.
44	OVERRUN COMPENSATIO N	Not applicable for this contract

**ANNEXURE TO 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:
2. 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.
3. 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.
4. 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.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. 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.
19. 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.
20. 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.

21. 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.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - 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,
 - 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,
 - 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.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. 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 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		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.

24. 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.
25. 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.
26. 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.
27. 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.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

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 Claim(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.*

BILL OF QUANTITY CUM PRICE SCHEDULE (ANNEXURE-I)

Name of Project: SJVNL Arun-3

Name of Work: MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL.

Tender Ref. No. : TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26, Date: 15.07.2025

Sl. No	Description of Item	UoM	Quantity	Unit Rate	Total Amount
1	The material transportation through <u>High Bed Air Suspension vehicle</u> from Biratnagar Store in Nepal to Arun-III Site / Ahale store in Nepal (approximately 230 km / 215km respectively). The loading of material at Biratnagar Store will be the under scope of the bidder, and unloading at the Site/Ahale Store will be carried out by BHEL. Please refer to the Packing list for the quantity, weight & dimensions of the GIS material to be transported. The percentage shall be measured based on the gross weight. Stacking of materials one over the other will not be permitted.	%	100	₹ 65,582.82	₹ 65,58,282.00
Total Amount (Excluding GST)					₹ 65,58,282.00

Remark: Detention charges shall be payable INR 2000 per day per vehicle for detention at unloading point (site/store) per day per truck beyond 72 hours from the date & time of reporting to BHEL site / store (i.e. reporting time and date should be recorded on respective LRs and countersigned by BHEL official). No detention shall be payable at Loading point.

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 16A Noida, UP

Name of Work: MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL.

Contract No: TBSM/ARUN-3/TRANSPORTATION/TENDER/25-26 DATE: 15.07.2025

Name of the Bidder/ Bidding Firm / Company :						
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Total amount as per rates in BOQ (as per Annexure-I) for "MATERIAL TRANSPORTATION THROUGH HIGH BED AIR SUSPENSION VEHICLE FROM BIRATNAGAR STORE IN NEPAL TO ARUN III SITE/ AHALE STORE IN NEPAL". - Excluding GST	1.000	Nos	6558282.00	6558282.00	INR Sixty Five Lakh Fifty Eight Thousand Two Hundred & Eighty Two Only
Total in Figures					6558282.00	INR Sixty Five Lakh Fifty Eight Thousand Two Hundred & Eighty Two Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Sl.	PROJECT TECHNICAL NOTES & BIDDER'S SCOPE
	MATERIAL TRANSPORTATION THROUGH <u>HIGH BED AIR SUSPENSION VEHICLE</u> FROM BHEL BIRATNAGAR STORE IN NEPAL - TO- ARUN-III SITE / AHALE STORE NEPAL
1	Brief scope of work includes Material handling and loading of material from Biratnagar Store (Nepal) onward transportation to Arun-3 Site / BHEL Ahale Store through High Bed Air Suspension vehicle, safely handling without jerk during loading and transportation, safe keeping, handing over of material & complete record keeping. The Scope also include skilled manpower fuel, consumable etc to complet the scope of work with all necessary T&P including high boom swing crane etc as required to complete the work. Stacking of materials one over the other will not be permitted.
2	Material handling and loading at the Biratnagar Store (Nepal) shall be in the bidder's scope. Unloading at the destination is not included in the bidder's scope.
3	Arun-3 HEP site is located on river Arun in Sankhuwasabha Districts in Eastern Nepal at a distance of approx. 55 km from Khandbari (an district headquarter).
4	(a) The approximate distance between Biratnagar (Nepal) and Khandbari (Nepal) is 180 km. (b) The approximate distance between Khandbari (Nepal) and the BHEL Ahale Store is 35 km. (c) The approximate distance between Ahale Store to Arun-III Project Site is 15 km Note: The material is intended to be unloaded as directed by the BHEL Site In-Charge at locations (b) and (c) above, or at nearby locations (within 10km from store / site.) The bidder is advised to assess and verify the actual travel distances, including all feasible or alternate routes, considering the nature of the material and the transportation vehicle requirements.
5	The quoted price shall inclusive of all applicable Indian taxes & duties except GST.
6	The quoted price shall includes all applicable taxes & duties in Nepal. All statutory and taxation requirements, as well as financial implications within Nepal, shall be the sole responsibility of the bidder.
7	The bidder should have to comply all staturay requirement as per Law of Nepal
8	Stacking of materials one over the other will not be permitted.
9	Please refer to the Packing list for the weight and dimensions of the GIS material .
10	The bidder shall fully apprise himself of the prevailing conditions at the proposed Site, available route/alternative routes, Climatic conditions including monsoon patterns, local conditions and site specific parameters, soil parameters, availability of resources and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.

Sl.	PROJECT TECHNICAL NOTES & BIDDER'S SCOPE
11	The transportation charges shall be inclusive of all expenditure on point to point transportation basis.
12	Delivery duration : 3 months from the date of LOI.
13	Penalty @0.5% per week, Maximum 10% against delay in transportation on un-executed Quantity.
14	The payment shall be made on Pro-rata basis as % of executed quantity, on receipt of material at Site/BHEL store and certification by BHEL Engineer.
15	Transit insurance shall be in scope of BHEL.
16	Climatic Conditions: Average maximum temperature: 30 degree C Average minimum temperature: 20 degree C Maximum river water temperature: 25 degree C Minimum river water temperature: 10 degree C
17	Transportation Limitation: The transport limitation by road from Jagbani to the project site is the governing factor for determining permissible package size and weight. The existing road allow the transport of the package of following size and weight. Size (in mm) (l x b x h) 9700 x 6000 x 6000, Weight (Tonnes) - 70R
18	The term Contractor mentioned in technical specification may please be referred as Successful Bidder for the services under scope
19	Detention charges shall be payable INR 2000 per day per vehicle for detention at unloading point (site/store) per day per truck beyond 72 hours from the date & time of reporting to BHEL site / store (i.e. reporting time and date should be recorded on respective LR's and countersigned by BHEL official). No detention shall be payable at Loading point.
20	In the event of detention at unloading point, time extension in days will be issued based on 1/4th of the detention period, calculated in days per vehicle.

Packing list for the quantity, weight & dimensions of the GIS material to be
transported through High Bed Air Suspension vehicle from Biratnagar
Store in Nepal to Arun-III Site / Ahale store in Nepal

PACKING LIST - ARUN-3

Sr No	Case / Box no.	L (MM)	W (MM)	H (MM)	Gross Weight (Kg)
1	3100133503-02	2700	2500	1300	7386
2	3100133503-28	2700	2500	1300	7386
3	3100133503-34	2700	2500	1300	7386
4	3100133503-40	2700	2500	1300	7386
5	3100133503-46	2700	2500	1300	7386
6	3100133503-58	2700	2500	1300	7386
7	3100133503-67	2700	2500	1300	7386
8	3100133503-74	2700	2500	1300	7386
9	3100133503-01	4975	2500	1350	3844
10	3100133503-27	4975	2500	1350	3844
11	3100133503-33	4975	2500	1350	3844
12	3100133503-39	4975	2500	1350	3844
13	3100133503-45	4975	2500	1350	3844
14	3100133503-52	4975	2500	1350	3844
15	3100133503-57	4975	2500	1350	3844
16	3100133503-61	4975	2500	1350	3844
17	3100133503-66	4975	2500	1350	3844
18	3100133503-73	4975	2500	1350	3844
19	3100134453-12	4975	2500	1350	3844
20	3100134453-22	1250	900	1450	2850
21	3100134478-56	1250	900	1450	2850
22	3100134478-57	1250	900	1450	2850
23	3100134478-58	1250	900	1450	2850
24	3100134478-59	1250	900	1450	2850
25	3100134478-60	1250	900	1450	2850
26	3100134478-61	1250	900	1450	2850
27	3100133503-54	2900	2450	1700	2445
28	3100133503-63	2900	2450	1700	2445
29	3100133503-03	4175	2000	1150	2063
30	3100133503-04	4175	2000	1150	2063
31	3100133503-29	4175	2000	1150	2063

Packing list for the quantity, weight & dimensions of the GIS material to be
transported through High Bed Air Suspension vehicle from Biratnagar
Store in Nepal to Arun-III Site / Ahale store in Nepal

PACKING LIST - ARUN-3

Sr No	Case / Box no.	L (MM)	W (MM)	H (MM)	Gross Weight (Kg)
32	3100133503-30	4175	2000	1150	2063
33	3100133503-35	4175	2000	1150	2063
34	3100133503-36	4175	2000	1150	2063
35	3100133503-41	4175	2000	1150	2063
36	3100133503-42	4175	2000	1150	2063
37	3100133503-47	4175	2000	1150	2063
38	3100133503-48	4175	2000	1150	2063
39	3100133503-68	4175	2000	1150	2063
40	3100133503-69	4175	2000	1150	2063
41	3100133503-75	4175	2000	1150	2063
42	3100133503-76	4175	2000	1150	2063
43	3100133503-59	2450	2300	1600	1982
44	3100133503-60	2450	2300	1600	1982
45	3100133503-05	3000	2300	1025	1655
46	3100133503-31	3000	2300	1025	1655
47	3100133503-37	3000	2300	1025	1655
48	3100133503-43	3000	2300	1025	1655
49	3100133503-49	2500	1750	1050	1476
50	3100133503-53	2500	1400	1050	1476
51	3100133503-62	2500	1400	1050	1476
52	3100133503-70	2500	1750	1050	1476
53	3100133503-141	2800	1400	1400	920
54	3100133503-142	2800	1400	1400	920
55	3100133503-143	2800	1400	1400	920
56	3100133503-144	2800	1400	1400	920
57	3100133503-145	2800	700	1400	920
58	3100133503-146	2800	700	1400	920
59	3100133503-55	2750	2150	1400	920
60	3100133503-64	2750	2150	1400	920
61	3100134453-23	2800	800	1400	920
62	3100134478-62	2800	1350	1400	920

Packing list for the quantity, weight & dimensions of the GIS material to be transported through High Bed Air Suspension vehicle from Biratnagar Store in Nepal to Arun-III Site / Ahale store in Nepal

PACKING LIST - ARUN-3

Sr No	Case / Box no.	L (MM)	W (MM)	H (MM)	Gross Weight (Kg)
63	3100134478-63	2800	1350	1400	920
64	3100134478-64	2800	1350	1400	920
65	3100134478-65	2800	1350	1400	920
66	3100134478-66	2800	1350	1400	920
67	3100134478-67	2800	1350	1400	920
68	3100134478-68	2800	800	1400	920
69	3100134478-69	2800	1350	1400	920
70	3100133503-77	2350	1700	1325	854
71	3100134453-13	2390	1500	1230	800
72	3100134453-14	2390	1500	1230	800
73	3100134453-15	2390	1500	1230	800
74	3100134453-16	2390	1500	1230	800
Total					1,91,276