

NOTICE INVITING TENDER  
FOR  
RATE CONTRACT OF REEFER CONTAINERS TRANSPORTATION

Central Receiving Department (CRX)  
Bharat Heavy Electricals Limited  
BHOPAL-462022 (MP)

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Document No. TRANSPORTATION/CRX/2025-26

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## **PART – I**

### **INSTRUCTIONS TO BIDDER**

| CLAUSE NO | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0       | SUBMISSION OF TENDERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           | The tenderers must submit their tenders in Two Part Bid System as detailed below:                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | PART-I (TECHNO-COMMERCIAL BID).                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|           | PART-II (PRICE BID)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.0       | PART-I (TECHNO-COMMERCIAL BID)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.2       | Part-II – General Conditions of Contract (GCC) duly signed & sealed on each page by the tenderer / Power of attorney.                                                                                                                                                                                                                                                                                                                                                                               |
| 2.3       | Part-III – Special Conditions of Contract (SCC) duly signed & sealed on each page by the tenderer / Power of attorney.                                                                                                                                                                                                                                                                                                                                                                              |
| 3.0       | PART – II (PRICE BID)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           | Schedule of rates (in the rate/price column, the rate/price figures should be entered clearly without ambiguity).                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.0       | SUBMISSION OF TENDERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4.1       | By e-procurement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> before due date & time. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.                                                                                                                                                                        |
| 5.0       | OPENING OF TENDERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.1       | Part-I (Techno-Commercial Bid) will be opened first on Due Date of Submission as mentioned in NIT.                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.2       | Part-II (Price Bid) of those bidders only whose Part –I tender (including Pre-Qualifying Requirements & Criteria PQRC Check-List) is found acceptable, will be opened.                                                                                                                                                                                                                                                                                                                              |
| 6.0       | RATES TO BE IN FIGURES AND WORDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.1       | The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used.                                                                                                                                                                                                                                                                                                             |
| 6.2       | If, in the price structure quoted for the required goods/ services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. |
| 6.3       | If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected.                                                                                                                                                                                                                                                                                                                                           |
| 6.4       | If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.                                                                                                                                                                                                                                                                                  |
| 6.5       | If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.                                                                                                                                                                                                                        |
| 7.0       | CORRECTIONS AND ALTERATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           | Bid should be free from correction, overwriting and use of corrective fluid not allowed, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person (s) signing the bid else bid shall be liable for rejection.                                                                                                                                                                                                            |

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| 8.0  | ALL PAGES TO BE SIGNED BY BIDDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|      | All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be signed with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-II of tender) authorizing him to sign on behalf of the tenderer before submission of tender.                                                                                                                                                                                                    |
| 9.0  | ADDENDA/Corrigenda/Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|      | ADDENDA/Corrigenda/Amendments to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents                                                                                                                                                                                                                                                            |
| 10.0 | INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|      | The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge. |
| 11.0 | ENCLOSURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11.1 | The enclosures to be enclosed along with Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents.                                                                                                                                                                                                                                                                                                                                                                 |
| 11.2 | Power of Attorney: An attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.                                                                                                                                                                  |
| 11.3 | Any other documents required in terms of this notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12.0 | GENERAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12.1 | The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.                                                                                                                                                                            |
| 12.2 | The 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 in this regard without assigning any reasons whatsoever.                                                                                                                                                                                                                                                                                                                                            |
| 13.0 | Conditional and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.                                                                                                                                                                                                                                                                                       |
| 14.0 | If a tenderer, expires after his submission of the tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender. If a partner of a firm, expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.                                                                                                                                                                                                       |
| 15.0 | BHEL will not be bound by any power of attorney/ granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.                                                                                                                                                                                                           |
| 16.0 | If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits.                                                                                                                                                                                                                                                                                                                               |

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| 17.0 | Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 18.0 | Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.                                                                                                                                                                                                             |
| 19.0 | The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 20.0 | BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 21.0 | In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be, Technical specifications (for technical aspects); Special conditions of contract followed by General condition of contract (for commercial aspects).                                                                                                                                                                                                                                                                                                                                  |
| 22.0 | Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Noncompliance of any tender instructions may result in the rejection of the tender offer.                                                                                                                                                                                                                   |
| 23.0 | The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contact the authority inviting the tender for clarification before the submission of the tender.                                                                                                                         |
| 24.0 | The bidder shall make independent enquiry as to the conditions and circumstance affecting his tender estimate and to the possibility of executing the supplies/ works as described. In assessing the tender it will be deemed that the bidder has inspected and examined the site and its surroundings and to have satisfied for the completion of the work and the means of transport and access to the site. The accommodation he may require, the general labour position at the site and to have fixed his prices taking into consideration the risk, contingencies and other circumstances which may influence or affect the execution of the contract. |

**PART – II**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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| 1.0  | APPLICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|      | Unless otherwise provided in the Contract Documents, these General Conditions shall govern the works accompanying technical details, if any. Special conditions of Contract shall be read in conjunction with these General Conditions and these conditions will form a part of the Contract Documents and contract agreement. In the event of difference noted between 'General Conditions of Contract' (GCC) and 'Special Conditions of the Contract' (SCC), the clauses of 'Special Conditions of Contract' will be valid and applicable.                                                 |
| 2.0  | DEFINITION OF TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|      | In construing these General Conditions, Special conditions and accompanying Specifications the following words shall have the meaning herein assigned to them except where the context otherwise requires.                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.1  | "BHEL" shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi, or its Administrative Officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.                                                                                                                                                                                                                                                     |
| 2.2  | Executive Director / General Manager shall mean the officer in administrative charge of BHEL's Unit/Region or other offices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.3  | Head of CRX shall mean the officer in administrative charge of CRX of BHEL's Unit/Region or other offices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.3  | The "Bidder / Tenderer/" shall mean financially sound, experienced and renowned companies/CRX service providers/ freight services providers/ transporters having requisite resources/ inventory, experience and technical manpower who can be engaged for providing the total CRX solutions i.e. safe and secure transportation of goods by mechanical/motorised vehicle or Hydraulic Trailer through road.                                                                                                                                                                                  |
| 2.4  | "Goods" shall mean plants, equipment or materials to be transported under the Contract Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.5  | The "Transporter/Contractor" shall mean the successful Bidder / Tenderer who is awarded the Contract and shall be deemed to include the Contractor's successors, assigns, heirs, executors, administrators.                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.6  | The "Sub-contractor" shall mean individual or firm to whom any part of the work has been Subletted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.                                                                                                                                                                                                                                                                                                                              |
| 2.7  | "Acceptance of Tender" shall mean Telegraph /Telex /Telefax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.8  | "Contract Price" means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.9  | "Contract" shall mean the Agreement between the Contractor and BHEL for execution of the payment for the Work as defined in the Contract Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.10 | The "Contract Documents" shall mean and include the General Conditions of Contract (GCC), Special Conditions of the Contract (SCC) Specifications and Schedules, Drawings and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses "Contract" of these General Conditions and other documents that may form part(s) of the Contract Documents. |
| 2.11 | "Transportation" shall mean the safe & secure movement of goods from one location to another location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.12 | "Road transportation" shall mean safe & secure movement of goods from one location to another by Road.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.13 | "Sea transportation" shall mean safe & secure movement of goods from one location to another by sea within India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.14 | "Inland Water transportation" shall mean safe & secure movement of goods from one location to another by inland waterways.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| 2.15                                  | “Air transportation” shall mean safe & secure movement of goods from one airport to another airport by air.                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
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| 2.16                                  | “Point-to-Point Transportation “shall mean safe & secure movement of goods from fixed source to fixed destination.                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.17                                  | “Multimodal transportation” shall mean safe & secure movement of goods from one location to another by using more than one mode of transportation i.e. road, sea, inland waterways & air.                                                                                                                                                                                                                                                                                                           |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.18                                  | “Fixed Additional Charges” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work.                                                                                                                                                                                                                                                                                      |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.19                                  | “Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated in GCC or SCC.                                                                                                                                                                                                                                  |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.20                                  | “GVW” shall mean Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle.                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.21                                  | “LCV” shall mean Light Commercial Vehicle having capacity to load goods up to 3.5 MT (MINI TRUCK)                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.22                                  | “HCV” shall mean Heavy Commercial Vehicle having capacity to load goods up to 7 MT (SUPER MINI TRUCK)                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.23                                  | “Truck” shall mean vehicle having capacity to load goods up to 9 MT (NORMAL TRUCK/OPEN BODY)                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.24                                  | “Multi-Axle Vehicle” shall mean vehicle having capacity to load goods up to 15 MT (TAURUS)                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.25                                  | “Trailer” shall mean vehicle having capacity to load goods from 15 MT to 41 MT                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.26                                  | “Hydraulic Trailer” shall mean modular hydraulic trailer having features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both, and v) puller tractor to pull or push modular hydraulic axles                                                                                                                                                   |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.27                                  | “Additional Transit Time” shall mean the additional days provided to deliver the material subject to conditions in Clause 15.0                                                                                                                                                                                                                                                                                                                                                                      |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.28                                  | “Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of the such services remains with the contractor.                                                                                                                                                                                                                                                                                                                   |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.29                                  | “Long Term Rate Contract” shall mean the rate contracts entered with number of Contractors for a specific period.                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.30                                  | “Point-to-Point Contract” shall mean the contract entered with contractor for transportation of one ODC from a specific point to another specific point. The payment is lump sum basis.                                                                                                                                                                                                                                                                                                             |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.31                                  | “Detention” shall mean the stoppage of vehicle at loading, en-route or unloading point.                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| 2.32                                  | VEHICLE CATEGORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
|                                       | To qualify for load, the consignment should meet any of the following categories & conditions:                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
|                                       | <table><tr><th colspan="5">(A) Type of vehicle - TRUCK upto 15MT</th></tr><tr><th>Particulars of category</th><th>LCV (Mini Truck)</th><th>HCV (Super Mini Truck)</th><th>TRUCK (Normal Truck/OB)</th><th>Multi-Axle Vehicle (MAV)</th></tr><tr><td>Length(mm)</td><td>4200</td><td>5700</td><td>5700</td><td>6700</td></tr><tr><td>Width(mm)</td><td>1800</td><td>2100</td><td>2400</td><td>2150</td></tr><tr><td>Height(mm)</td><td>1800</td><td>2200</td><td>2400</td><td>2400</td></tr></table> | (A) Type of vehicle - TRUCK upto 15MT |                         |                          |  |  | Particulars of category | LCV (Mini Truck) | HCV (Super Mini Truck) | TRUCK (Normal Truck/OB) | Multi-Axle Vehicle (MAV) | Length(mm) | 4200 | 5700 | 5700 | 6700 | Width(mm) | 1800 | 2100 | 2400 | 2150 | Height(mm) | 1800 | 2200 | 2400 | 2400 |
| (A) Type of vehicle - TRUCK upto 15MT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                         |                          |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| Particulars of category               | LCV (Mini Truck)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | HCV (Super Mini Truck)                | TRUCK (Normal Truck/OB) | Multi-Axle Vehicle (MAV) |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| Length(mm)                            | 4200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 5700                                  | 5700                    | 6700                     |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| Width(mm)                             | 1800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2100                                  | 2400                    | 2150                     |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |
| Height(mm)                            | 1800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2200                                  | 2400                    | 2400                     |  |  |                         |                  |                        |                         |                          |            |      |      |      |      |           |      |      |      |      |            |      |      |      |      |



|     |                                                                                                                                                                                                                                                                                                              |                           |                           |                           |                           |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|     | Weight Slab (MT)                                                                                                                                                                                                                                                                                             | upto to 3.5 MT            | Above 3.5 MT to 7.0 MT    | Above 7.0 MT to 9.0 MT    | Above 9.0 MT to 15.0 MT   |
|     | Min Chargeable weight (MT)                                                                                                                                                                                                                                                                                   | 3.5 MT                    | 7 MT                      | 9 MT                      | 15 MT                     |
|     | <b>(B) Type of vehicle - TRAILER UPTO 41 MT</b>                                                                                                                                                                                                                                                              |                           |                           |                           |                           |
|     |                                                                                                                                                                                                                                                                                                              | C-I #                     | <b>C-II</b>               | C-III                     | C-IV                      |
|     | Length(mm)                                                                                                                                                                                                                                                                                                   | 6701-12200                | 12201-13500               | 1351-15000                | 15001-16000               |
|     | Width(mm)                                                                                                                                                                                                                                                                                                    | 2401-2450                 | 2451-4000                 | 4001-5000                 | 5001-6000                 |
|     | Height(mm)                                                                                                                                                                                                                                                                                                   | 2401-2450                 | 2451-3300                 | 3301-4300                 | 4301-5500                 |
|     | Weight range (Kgs)                                                                                                                                                                                                                                                                                           | 15001-22000               | 22001-28000               | 28001-35000               | 35001-41000               |
|     | Min Chargeable weight (MT)                                                                                                                                                                                                                                                                                   | 20 of above as per actual | 25 of above as per actual | 30 or above as per actual | 38 or above as per actual |
|     | <b># Twelve-Wheeler</b> truck / Tralla shall also be considered under C-I category for execution purpose.                                                                                                                                                                                                    |                           |                           |                           |                           |
|     | <b>(C) Type of vehicle – Hydraulic Trailer</b>                                                                                                                                                                                                                                                               |                           |                           |                           |                           |
|     | Hydraulic Trailer (Category-C) – above 41MT to 108 MT)                                                                                                                                                                                                                                                       |                           |                           |                           |                           |
|     | Hydraulic Trailer (Category-B) – above 108 MT to 200 MT)                                                                                                                                                                                                                                                     |                           |                           |                           |                           |
|     | Hydraulic Trailer (Category-A) – above 200 MT)                                                                                                                                                                                                                                                               |                           |                           |                           |                           |
| 3.0 | SCOPE OF CONTRACT                                                                                                                                                                                                                                                                                            |                           |                           |                           |                           |
| 3.1 | Transportation of goods from and to BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns/ sites within India by Road.                                                                                                                                  |                           |                           |                           |                           |
| 3.2 | Loading Plan & Load Diagram as per specification if specifically mentioned in Special Conditions of contract.                                                                                                                                                                                                |                           |                           |                           |                           |
| 3.3 | Lashing Plan as per specification if specifically mentioned in Special Conditions of contract.                                                                                                                                                                                                               |                           |                           |                           |                           |
| 3.4 | Journey Management as per specification if specifically mentioned Special Conditions of contract.                                                                                                                                                                                                            |                           |                           |                           |                           |
| 4.0 | CONTRACT AGREEMENT                                                                                                                                                                                                                                                                                           |                           |                           |                           |                           |
| 4.1 | The General Conditions of Contract along with Special Conditions of Contract, Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.                                                                                                                     |                           |                           |                           |                           |
| 4.2 | The Contract Agreement as per the specified format provided by BHEL shall be signed within 21 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in Special Conditions of the Contract.                                                                               |                           |                           |                           |                           |
| 5.0 | CONTRACT PRICE/FREIGHT CHARGES                                                                                                                                                                                                                                                                               |                           |                           |                           |                           |
| 5.1 | The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents. The Contract Price shall be for the entire scope of the Work with the break ups as specified. |                           |                           |                           |                           |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <p>The individual item rates or lump sum price as the case may be in the schedule of this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified.</p> <p>The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.2     | The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes except GST, if payable by transporter. Additional charges as per clause 5.3 & 5.5 and Price Variation Clause as per clause 6.0 will be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.3     | FIXED ADDITIONAL CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3.1   | ROUTE SURVEY CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|         | Route survey charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges and should form the part of the price bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3.2   | FEASIBILITY STUDY CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|         | Feasibility study Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.3.3   | CIVIL WORKS CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|         | Civil works Charges, if specifically mentioned in Special Conditions of contract, shall be included in the contract price/freight charges i.e. form the part of the price bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.4     | The freight charges shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, etc. wherever required en-route, if not specifically mentioned in the Special Conditions of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.5     | VARIABLE ADDITIONAL CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.5.1   | CLEARANCE/PERMITS CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|         | Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MoRTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Some of the clearance/permit charges will be reimbursed by BHEL in line with Clause 5.5.2, 5.5.3, 5.5.4 and 5.5.5. Such permissions should be made available to BHEL for scrutiny as and when demanded.                                                                                                                                                                                                                                     |
| 5.5.2   | POWER BLOCK / HEIGHT GAUGE CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.5.2.1 | The Power Block/Height Gauge charges at railway crossings shall be paid initially by the contractor. The Power Block charges, along with the applicable GST thereon, shall be reimbursed upon submission of a GST-compliant invoice raised by the Railways on BHEL Bhopal, clearly mentioning BHEL Bhopal's GSTIN. In case of RCM paid Challan should be on BHEL Bhopal's GSTIN and to submitted along with invoice. This invoice shall be submitted separately but clubbed with the freight invoice. The GST-compliant invoice submitted must contain the respective vehicle numbers against which the charges are paid, and the bill should contain BHEL Bhopal's GSTIN and BHEL Bhopal's address. (In case the transporter fails to produce a bill containing BHEL Bhopal's GSTIN, challan the GST amount shall not be reimbursed.) This clause shall be applicable only for the Rate Contracts. |
| 5.5.2.2 | In case of lump sum contracts; the freight charges shall exclude power block/height gauge charges. Hence, power block/ height gauge charges will be payable in lump sum contracts. This clause is applicable for Hydraulic Trailer contracts only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.5.3   | STATUTORY CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.5.3.1 | Individual Statutory charges more than Rs. 1,000 levied by Governmental authorities e.g. MoRTH/NHAI, RTA, state authority, Electrical Shutdown from State Electricity Boards, Railways, Communication Department etc. for transportation of consignments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|         |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                                                                                                                                      |          |                 |                           |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|---------------------------|
|         | through inland road transport route shall be reimbursed on production of original receipt or original copy of permission which should clearly indicate the details for charges.                                                                                                                                                                                                                          |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.3.2 | In case of lump-sum contracts; the freight charges shall include Statutory charges (existing on price bid due date). Any statutory charges introduced at the later date will be considered on case to case basis by BHEL.                                                                                                                                                                                |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.4   | MOBILIZATION CHARGES                                                                                                                                                                                                                                                                                                                                                                                     |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.4.1 | BHEL reserves the right to reject the mechanical/hydraulic vehicle, the driver and crew of the trailer, if not found fit to BHEL’s satisfaction.                                                                                                                                                                                                                                                         |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.4.2 | No mobilization charges shall be paid in case of LCV/HCV/Truck & trailers.                                                                                                                                                                                                                                                                                                                               |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.4.3 | In case the hydraulic trailer has to be withdrawn i.e. without load after taking inside the loading works, due to reasons attributing to the BHEL/Vendor/Customer, only amount equivalent to 2 days of detention shall be paid towards mobilization charges.                                                                                                                                             |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.4.4 | Mobilization charges will be payable in both rate contracts & lump sum contracts.                                                                                                                                                                                                                                                                                                                        |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5   | DETENTION CHARGES                                                                                                                                                                                                                                                                                                                                                                                        |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5.1 | Detention charges shall be paid when the contractor’s vehicle is delayed or detained on the premises of consignor, consignee or en-route owing to reasons attributable to BHEL/BHEL’s vendor/customer.                                                                                                                                                                                                   |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5.2 | Detention charges will be payable in both rate contracts & lump sum contracts.                                                                                                                                                                                                                                                                                                                           |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5.3 | Total detention charges shall be limited to maximum of 50% of the basic freight charges.                                                                                                                                                                                                                                                                                                                 |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5.4 | Free time at loading, unloading, en-route and Detention charges shall be specified in SCC. Otherwise for each vehicle it will be as provided in Clause 5.5.5.5.                                                                                                                                                                                                                                          |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.5.5 | S.N o.                                                                                                                                                                                                                                                                                                                                                                                                   | Vehicle Type                                    | Free Time in days including the day of Placement / Arrival at Halt station BUT excluding the day of Exit / Resumption of movement from Halt station. |          |                 | Detention per Day (In Rs) |
|         |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 | Loading Point                                                                                                                                        | En-route | Unloading Point |                           |
|         | 1                                                                                                                                                                                                                                                                                                                                                                                                        | ICV/LCV/HCV/Truck/ OBT/MAV                      | 3                                                                                                                                                    | 3        | 3               | 800                       |
|         | 2                                                                                                                                                                                                                                                                                                                                                                                                        | Trailer C-I                                     | 3                                                                                                                                                    | 3        | 3               | 1000                      |
|         | 3                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Trailer C-II</b>                             | <b>3</b>                                                                                                                                             | <b>3</b> | <b>3</b>        | <b>1200</b>               |
|         | 4                                                                                                                                                                                                                                                                                                                                                                                                        | Trailer C-III                                   | 3                                                                                                                                                    | 3        | 3               | 1300                      |
|         | 5                                                                                                                                                                                                                                                                                                                                                                                                        | Trailer C-IV                                    | 3                                                                                                                                                    | 3        | 3               | 1500                      |
|         | 6                                                                                                                                                                                                                                                                                                                                                                                                        | Hydraulic Trailer (Category-C-41-108 MT)        | 4                                                                                                                                                    | 2        | 4               | 12000                     |
|         | 7                                                                                                                                                                                                                                                                                                                                                                                                        | Hydraulic Trailer (Category-B-above 108-200 MT) | 7                                                                                                                                                    | 7        | 7               | 18000                     |
|         | 8                                                                                                                                                                                                                                                                                                                                                                                                        | Hydraulic Trailer (Category-A – above 200 MT)   | 7                                                                                                                                                    | 7        | 10              | 24000                     |
| 5.5.5.6 | Illustrations for calculation of detention days (e.g. for Trailers):<br>One vehicle entered at BHEL on 06.12.2024 and exited on 10.12.2024. vehicle stranded en-route from 13.12.2024 to 17.12.2024 and vehicle reached at site on 20.12.2024 and exited on 25.12.2024.<br>Detention payable at loading point: 1 day<br>Detention payable en-route:1 day<br>Detention payable at unloading point: 2 days |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.6.  | STORAGE CHARGES                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                                                                                                                                      |          |                 |                           |
| 5.5.6.1 | Domestic Storage charges will be payable in both rate contracts & lump sum                                                                                                                                                                                                                                                                                                                               |                                                 |                                                                                                                                                      |          |                 |                           |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |                                                                                                        |                            |                            |
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|           | contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                                                                                                        |                            |                            |
| 5.5.6.2   | Under any circumstances, the transporter shall not auction any consignments belonging to BHEL                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                                                                                        |                            |                            |
| 5.5.6.3   | The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired godown in the following cases:                                                                                                                                                                                                                                                                                                                                                                                                            |                                                   |                                                                                                        |                            |                            |
| 5.5.6.3.1 | Refusal of the consignee to accept the goods                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                                                                                                        |                            |                            |
| 5.5.6.3.2 | Labour Strike at Consignee's workplace                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |                                                                                                        |                            |                            |
| 5.5.6.3.3 | Request from BHEL for storage of the goods                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                                                                                                        |                            |                            |
| 5.5.6.6.4 | Storage Charges will be as per the following table:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                   |                                                                                                        |                            |                            |
|           | S.No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Vehicle Type                                      | Free Period                                                                                            | Demurrage /Storage/ Godown | Validity after free period |
|           | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ICV/LCV/HCV/Truck                                 | 60 Days                                                                                                | 2 Paisa per KG per Day     | 365 days                   |
|           | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Trailer</b>                                    | 60 Days                                                                                                | 2 Paisa per KG per Day     | 365 days                   |
|           | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Hydraulic Trailer (Category C – 41-108 MT)        | To be specified in Special conditions of the Contract or to be taken up by units on case to case basis |                            |                            |
|           | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Hydraulic Trailer (Category B – above 108-200 MT) |                                                                                                        |                            |                            |
|           | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Hydraulic Trailer (Category A – above 200 MT)     |                                                                                                        |                            |                            |
| 5.5.7     | LOADING/UNLOADING CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                                                                                        |                            |                            |
| 5.5.7.1   | Loading/Unloading charges will be payable in both rate contracts & lump sum contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |                                                                                                        |                            |                            |
| 5.5.7.2   | Loading/unloading charges shall be applicable wherever loading/unloading is done by the contractor with due approval of BHEL. The contractor shall get consignor/consignee's endorsement for the loading/unloading activities. Loading/unloading charges will be as per Clause 5.5.7.3                                                                                                                                                                                                                                                             |                                                   |                                                                                                        |                            |                            |
| 5.5.7.3   | S.No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Vehicle Type                                      | Charges (In Rupees)                                                                                    |                            |                            |
|           | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ICV/LCV/HCV/Truck/OBT                             | 3,200 per loading/unloading per vehicle                                                                |                            |                            |
|           | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Multi-Axle Vehicle                                | 6,000 per loading/unloading per vehicle                                                                |                            |                            |
|           | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mechanical Trailer (C-I)                          | 12,000 per loading/unloading per vehicle                                                               |                            |                            |
|           | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mechanical Trailer (C-II)                         | 15,000 per loading/unloading per vehicle                                                               |                            |                            |
|           | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mechanical Trailer (C-III)                        | 20,000 per loading/unloading per vehicle                                                               |                            |                            |
|           | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mechanical Trailer (C-IV)                         | 30,000 per loading/unloading per vehicle                                                               |                            |                            |
|           | 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Hydraulic Trailer                                 | 750 per MT                                                                                             |                            |                            |
| 6.0       | PRICE VARIATION CLAUSE (PVC) FOR DIESEL RATE ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                        |                            |                            |
| 6.1       | The price variation will not be applicable for lumpsum contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                        |                            |                            |
| 6.2       | The diesel rates published in <a href="https://www.mypetrolprice.com">https://www.mypetrolprice.com</a> website in order of the i) city and ii) state capital/Union Territory to be considered as base for calculating the new rates.                                                                                                                                                                                                                                                                                                              |                                                   |                                                                                                        |                            |                            |
| 6.3       | Prevailing Diesel rate at Bhopal as on due date of submission of tender shall be considered as the BASE RATE and Average diesel rate calculated on last day of every month shall be considered as EFFECTIVE RATE for the purpose of PVC applicability for LR's dated for entire next month.<br>Illustration for calculation of effective diesel rate:<br>Average of diesel rates for Dec 2025 calculated on 31 <sup>st</sup> Dec 2025 will be effective for month Jan 2026 i.e. LR Dated 01 <sup>st</sup> Jan 2026 till 31 <sup>st</sup> Jan 2026. |                                                   |                                                                                                        |                            |                            |
| 6.4       | PVC shall be calculated on per Km basis considering the increase or decrease in base rate of Diesel and shall be covered over total distance applicable as per shortest feasible route approved.                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                                                                                        |                            |                            |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|       | <p>For every 100 Paise increase / decrease in the BASE RATE of Diesel as compared to the EFFECTIVE RATE of Diesel , the following PVC rates shall be applicable for various categories of vehicles :</p> <ol style="list-style-type: none"> <li>1. LCV : 15.40 Paise per Km</li> <li>2. HCV /ICV: 20.00 Paise per Km.</li> <li>3. TRUCK : 25.00 Paise per Km.</li> <li>4. OBT : 25.00 Paise per Km.</li> <li>5. MAV : 28.60 Paise per Km.</li> <li>6. Mech. Trailer (C-I) : 33.30 Paise per Km.</li> <li><b>7. Mech. Trailer (C-II) : 34.50 Paise per Km.</b></li> <li>8. Mech. Trailer (C-III) : 40.00 Paise per Km.</li> <li>9. Mech Trailer ( C-IV) : 50.00 Paise per Km.</li> <li>10. Hyd. Trailer (41 - 108 MT) : 250.00 Paise per Km.</li> <li>11. Hyd.Trailer (above 108--200 MT) : 450.00 Paise per Km.</li> <li>12. Hyd. Trailer (above 200 MT) : 500.00 Paise per Km.</li> </ol>                                                                 |
| 6.5   | The PVC rates as above will be proportionate when the increase/decrease of per Liter of diesel is less than 100 Paise per liter or more than 100 Paise per liter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.6   | Only two digits fraction will be considered for PVC calculation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.7   | Total Basic Freight for a consignment shall increase / decrease due to this PVC formula as illustrated below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.7.1 | <p><b>Illustrations for increase</b> :- Suppose Base rate of Diesel : Rs.91.88<br/>Effective rate of Diesel : Rs.92.88<br/>Increase in Diesel rate : 92.88-91.88 Rs.1.00=100 Paise</p> <p>Vehicle Category : LCV ;<br/>Distance travelled : 1000 Km. ; Total Basic Freight : Rs.15,000/-<br/>PVC calculation : 15.40 *1000 =15400 Paise =Rs.154/-<br/>Total Basic Freight after PVC : Rs.15000 + 154 = Rs.15154/-</p> <p><b>Vehicle Category : Mech. Trailer (C-II) ;</b><br/>Distance Travelled : 833 Km. ; Let Total Basic Freight : Rs.67,350/-<br/>PVC Calculation : 34.50*833=28738.5 Paise =Rs.287.38<br/>Total Basic Freight after PVC : Rs.67,350 + 287.38=Rs.67,637.38</p> <p>Vehicle Category : Hyd. Trailer (above 108-200 MT) ;<br/>Distance Travelled : 1069 Km. ; Total Basic Freight : Rs.15,67,000/-<br/>PVC Calculation : 450.00*1069=481050Paise=Rs.4810.50 /-<br/>Total Basic Freight after PVC : Rs.1567000+4810.50=Rs.15,71,810.5</p> |
| 6.7.2 | <p><b>Illustration for decrease</b> : Suppose Base rate of Diesel : Rs.91.88 ;<br/>Effective rate of Diesel : Rs.90.88<br/>Decrease in Diesel rate : 91.88-90.88=Rs1.00=100 Paise</p> <p><b>Vehicle Category : Mech. Trailer (C-II) ;</b><br/>Distance Travelled : 833 Km. ; Let Total Basic Freight : Rs.67,350/-<br/>PVC Calculation : 34.50*833=28738.5 Paise =Rs.287.38<br/>Total Basic Freight after PVC : Rs.67,350 - 287.38=Rs.67,062.62</p> <p>Similarly PVC shall be calculated on Total Basic Freight for all above categories of vehicles considering increase or decrease in the BASE RATE of Diesel.</p>                                                                                                                                                                                                                                                                                                                                      |
| 7.0   | <b>EARNEST MONEY DEPOSIT (EMD)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.1   | The tenderer is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender enquiry/NIT (Notice inviting Tender).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.2   | <p>Modes of deposit<br/>The EMD may be accepted only in the following forms:</p> <ol style="list-style-type: none"> <li>(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)</li> <li>(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)</li> <li>(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)</li> <li>(iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|       | <p>Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>(v) Insurance Surety Bonds</p> <p>In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7.3   | EMD by the Tenderer will be forfeited as per Tender Documents if:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.3.1 | After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.3.2 | The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.4   | EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7.5   | EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7.6   | EMD shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.7   | EMD of successful tenderer will be retained as part of Security Deposit. The tender submitted without a valid EMD shall not be considered at all for evaluation and shall be treated as null & void.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.0   | SECURITY DEPOSIT (SD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8.1   | Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.2   | The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.3   | <p>The balance amount to make up the required Security Deposit of 5% of the contract value shall be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SB Collect etc.) only,</p> <p>The following link to be followed for SB Collect platform:</p> <p><a href="https://bpl.bhel.com/qcins/iccs.htm">https://bpl.bhel.com/qcins/iccs.htm</a> Bank details of BHEL / Bhopal as per <b>ANNEXURE-A.</b></p> <p style="text-align: center;">Alternatively</p> <p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:</p> <p>(i) Cash (as permissible under the extant Income Tax Act)</p> <p>(ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>(iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</p> <p>(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</p> <p>(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</p> <p>(vi) Insurance Surety Bonds</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> |

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| 8.4   | <p>At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>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.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p> <p>(Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security deposit).</p> |
| 8.5   | Security Deposit shall be released to the Contractor upon fulfillment of contractual obligations as per terms of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.6   | The Security Deposit shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.0   | OFFER VALIDITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.1   | The rates quoted shall be valid for placement of order for a minimum period of 120 days from the date of due date of bid submission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 9.2   | TENURE OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|       | If specifically, not mentioned in Special Conditions of contract, the rates should be firm for a period of two years for long term Rate Contracts & twelve months for point-to-point contracts from the date of award of the contract for execution of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 9.3   | EXTENSION OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9.3.1 | BHEL reserves the right to extend the contract for a period of three months on the existing terms and conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 9.3.2 | The contract period can be further extended for nine months on the existing terms and conditions with mutual agreement between BHEL and contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.0  | BUSINESS DISTRIBUTION IN RATE CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10.1  | Number of maximum contractors for a particular category or schedule Rate Contract shall form the part of SCC. In the event of rate contract being finalized on less than published number of transporters, the business volume would be redistributed among the eligible transporters.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10.2  | Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10.3  | In case of splitting of contract value, maximum distribution shall be restricted amongst (N-1) bidders. The highest ratio of contract shall be awarded to L-1 party. Rest of the distributions shall be made by offering the L1 rate to L2, L3, L4 and so on...sequentially in the order of their evaluated positions. If any ratio of distribution remains unallocated due to non- acceptance of rates by any of the parties, then the same shall be offered and distributed amongst L1 and the parties who have accepted the L1 rates in their ratio distribution with their consent. In case no party accepts the L1 rate the 100 % allocation of work shall be offered to L1 party with their consent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.4  | <p>Business distribution shall be based on the following formula:</p> <p>Assuming business to be distributed among n parties, the % business for the</p> $L_x = 100 * (n - x + 1) / \sum n \text{ (for } n=1 \text{ to } n)$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.5  | Example: Assuming the business to be distributed among 7 parties, the business for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |
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|      | <p>the parties will be as below:<br/> <math>\sum n = (1+2+3+4+5+6+7) = 28</math><br/> <math>L1 = 100x(7-1+1)/28 = 25\%</math> where <math>x=1</math><br/> <math>L4 = 100x(7-4+1)/28 = 14\%</math> where <math>x=4</math><br/> <math>L7 = 100x(7-7+1)/28 = 4\%</math> where <math>x=7</math></p>                                                                                                                                                                                                                              |                           |
| 10.6 | <p>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 bidder.<br/> In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives.<br/> Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.</p> |                           |
| 10.7 | SAMPLE CALCULATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
|      | Assuming number of parties are 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |
|      | Formula $L_x = 100*(n-x+1)/\sum n$ (for $n=1$ to $n$ )                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |
|      | Bidder Position/Ranking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | % Business                |
|      | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 67% (round upto integer)  |
|      | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 33% round upto integer)   |
|      | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 100%                      |
|      | Assuming number of parties are 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |
|      | Bidder Position/Ranking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | % Business                |
|      | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 25% ( round upto integer) |
|      | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 21%                       |
|      | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 18%                       |
|      | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 14%                       |
|      | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 11%                       |
|      | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7%                        |
|      | 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4%                        |
|      | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 100%                      |
| 10.8 | Wherever the no. of transporters is more than 20, the business distribution methodology shall be part of SCC.                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| 11.0 | ROUTE SURVEY AND FEASIBILITY STUDY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
| 11.1 | It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.                                                                                                                                                                                              |                           |
| 11.2 | If specifically mentioned the Special Conditions of the Contract, the feasibility study charges shall form the part of price bid.                                                                                                                                                                                                                                                                                                                                                                                            |                           |
| 11.3 | The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the goods.                                                                                                                                                                                                                                                                                  |                           |
| 11.4 | If required by BHEL, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL, if the cost of route survey is not specifically mentioned in SCC.                                                                                                                        |                           |
| 11.5 | The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them except specially specified in Clause 5 of GCC or is part of SCC. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same                      |                           |
| 11.6 | If specifically mentioned the Special Conditions of the Contract, route survey has to be vetted by IRDA approved surveyor charges of which shall be paid by BHEL.                                                                                                                                                                                                                                                                                                                                                            |                           |



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| 12.0 | ROUTE & DISTANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12.1 | All consignments should be transported through the shortest feasible route approved by BHEL and freight payment will be restricted to the same.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 12.2 | The minimum chargeable distance shall be approved & published in Special Conditions of Contract or NIT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12.3 | Wherever a particular station is not exhibited in the approved list, The shortest route as per the following websites will be considered in the following order:<br>1. maps.google.com (co.in)<br>2. mapmyindia.com (co.in)<br>3. maps.yahoo.com (co.in)                                                                                                                                                                                                                                                                                                                                     |
| 12.4 | In case the shortest route is not feasible, the BHEL distance committee consisting of members from CRX/Stores, Commercial/Product Group & Finance shall finalize the shortest feasible route and distance.                                                                                                                                                                                                                                                                                                                                                                                   |
| 12.5 | For Mechanical Trailers an additional 12% distance over the basic shortest feasible route for C-I / C-II category will be provided for all C-III / C-IV category consignments qualifying due to width or height considerations. No specific route will be approved for such C-III / C-IV category consignments. However, it will be the responsibility of transporter to follow safe routes only to ensure safe delivery of consignments at the destinations.                                                                                                                                |
| 13.0 | JOURNEY MANAGEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 13.1 | The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone/ web based systems.                                                                                                                                                                                          |
| 13.2 | In case BHEL provides tracking device, then the transporter will be responsible for safe custody and return of device to BHEL in good working condition, as it was issued to him.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13.3 | Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.                                                                                                                                                                                                                                                                                                                        |
| 13.4 | The transporters shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web-based monitoring system or any other mode desired by BHEL at regular intervals as specified in SCC.                                                                                                                                                                                                                                                                                                                                                                |
| 13.5 | Alternately, BHEL also reserves the right to install an in-house Vehicle Tracking Unit for real-time tracking of consignment. The transporter shall be held responsible to return such VTS unit.                                                                                                                                                                                                                                                                                                                                                                                             |
| 13.6 | For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL. While transporting Transformers/ Reactor, N2 (Nitrogen) pressure level is to be monitored and reported twice a week (at least) by transporters to BHEL with snap of N2 pressure level & the total assembly.                 |
| 14.0 | <b>DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14.1 | The timely delivery of goods is the essence of the contract. The Transporter has to ensure delivery of goods as per the delivery terms defined in GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14.2 | The Delivery time shall be considered excluding date of dispatch and date of delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14.3 | The date of dispatch shall be reckoned as the date of Security/CISF out Gate pass. However, in case the Online Road Permit/Manual Road Permit/GST Invoice are handed over at a later date, the date of dispatch will then be reckoned as the next working day after which the Online Road Permit/Manual Road permit/GST Invoice (whichever is later) is handed over to the contractor. The date of handing over the Online Road Permit/Manual Road Permit shall be certified by an Executive of Contract Management/Commercial. Similarly, the date of handing over of the GST Invoice shall |

|      |                                                                                                                                                                  |                                                                 |                   |                                           |                                                                                                                              |
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|      | be certified by an Executive of CRX Department. The date of reporting/entry at security/CISF gate at destination/site shall be reckoned as the date of delivery. |                                                                 |                   |                                           |                                                                                                                              |
| 14.4 | In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.                       |                                                                 |                   |                                           |                                                                                                                              |
| 14.5 | Transit time in Days = Distance/ Basic Averaged Running per day. Basic Averaged Running per day will be as per following table:                                  |                                                                 |                   |                                           |                                                                                                                              |
|      | S.No.                                                                                                                                                            | Vehicle Type                                                    | Plain Region (km) | Hilly Region/North east stretch only (km) | Difficult Terrain(e.g. Orissa, Chhattisgarh and as notified by BHEL units from time to time- to be certified by Head of CRX) |
|      | 1                                                                                                                                                                | LCV/HCV/ICV                                                     | 300               | 150                                       | 200                                                                                                                          |
|      | 2                                                                                                                                                                | Truck/Multi-Axle Vehicle/Open body                              | 250               | 125                                       | 170                                                                                                                          |
|      | 3                                                                                                                                                                | Mechanical Trailers (C-I)                                       | 175               | 90                                        | 120                                                                                                                          |
|      | 4                                                                                                                                                                | <b>Mechanical Trailers (C-II)</b>                               | <b>150</b>        | 80                                        | 100                                                                                                                          |
|      | 5                                                                                                                                                                | Mechanical Trailers (C-III)                                     | 130               | 70                                        | 90                                                                                                                           |
|      | 6                                                                                                                                                                | Mechanical Trailers (C-IV)                                      | 110               | 60                                        | 75                                                                                                                           |
|      | 7                                                                                                                                                                | Hydraulic Trailer (Cat-C – 41-108 MT)                           | 90                | 45                                        | 60                                                                                                                           |
|      | 8                                                                                                                                                                | Hydraulic Trailer (Cat-B– above 108-200 MT)                     | 70                | 35                                        | 50                                                                                                                           |
| 9    | Hydraulic Trailer (Cat-A – above 200 MT)                                                                                                                         | 25                                                              | 15                | 20                                        |                                                                                                                              |
| 15.0 | ADDITIONAL TRANSIT TIME                                                                                                                                          |                                                                 |                   |                                           |                                                                                                                              |
|      | Additional transit time shall be allowed over delivery time in the following cases:                                                                              |                                                                 |                   |                                           |                                                                                                                              |
| 15.1 | At each Railway Crossing                                                                                                                                         | Minimum 4 Days with permission letter or actual on evidence     |                   |                                           |                                                                                                                              |
| 15.2 | Over dimensional consignment having width or height more than 4 m                                                                                                | Additional transit time for ODC consignment will be as follows: |                   |                                           |                                                                                                                              |
|      |                                                                                                                                                                  | Consignment Height/Width                                        |                   | Additional transit time                   |                                                                                                                              |
|      |                                                                                                                                                                  | 4000 mm – 5000 mm                                               |                   | 20% of the basic transit time             |                                                                                                                              |
|      |                                                                                                                                                                  | >5000 mm – 6000 mm                                              |                   | 30% of the basic transit time             |                                                                                                                              |
|      |                                                                                                                                                                  | >6000 mm                                                        |                   | 40% of the basic transit time             |                                                                                                                              |
| 15.3 | Self and Delivery Against Consignee Copy                                                                                                                         | 7 Days                                                          |                   |                                           |                                                                                                                              |
| 15.4 | Permissions at state borders/ MoRTH /state authorities                                                                                                           | Actual on evidence                                              |                   |                                           |                                                                                                                              |
| 15.5 | Dispatches from & To, through Haridwar/ Uttarakhand during Kanwad Mela                                                                                           | As per BHEL/government notification                             |                   |                                           |                                                                                                                              |
| 15.6 | For typical designs requiring slow movement in the interest of safety of the                                                                                     |                                                                 |                   |                                           |                                                                                                                              |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 |                                |                         |
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|        | consignment, CRX shall decide additional transit time in consultation with the concerned departments of BHEL. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 |                                |                         |
| 15.7   | Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the transporter on case-to-case basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                 |                                |                         |
| 16.0   | FORCE MAJEURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 |                                |                         |
| 16.1   | Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions. |                                                 |                                |                         |
| 16.2   | If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof.                                                                                                                                                                                                                                                                                                                                                                                                               |                                                 |                                |                         |
| 16.3   | The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.                                                                                                                                                                                                                                                                                                                |                                                 |                                |                         |
| 16.4   | Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                |                         |
| 16.0   | PENALTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                 |                                |                         |
| 17.1   | PENALTY FOR DELAY IN PLACEMENT OF VEHICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |                                |                         |
| 17.1.1 | Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, in the form of letter/email or any other mode of communication, the vehicles will have to be placed by the Transporter within stipulated period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                 |                                |                         |
| 17.1.2 | Free time for placement of vehicle shall be specifically mentioned in Special Conditions of the Contract. Free time, if not specified in SCC, shall be as per sub clause 17.1.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 |                                |                         |
| 17.1.3 | For non-placement of vehicles after free time the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty shall be as per sub clause 17.1.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                 |                                |                         |
| 17.1.4 | S.No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Vehicle Type                                    | Free Time for placement (Days) | Penalty per Day (In Rs) |
|        | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LCV/HCV/ICV/Truck/OBT/MAV                       | 3                              | 750                     |
|        | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Trailer (C-I to C-IV)</b>                    | <b>3</b>                       | <b>1000</b>             |
|        | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-C-41-108 MT)        | 7                              | 2500                    |
|        | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-B-above 108-200 MT) | 7                              | 3000                    |
|        | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-A – above 200 MT)   | 7                              | 3500                    |

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| 17.2 | PENALTY FOR NON-PLACEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                        |                                      |
|      | In case allocation is cancelled due to non-placement & lifted through any other transporter at the same rate; in addition to penalty for late charges, the non-placement charges equivalent to 2 days of detention charges shall be imposed and recovered from running bill/future bill/ security deposit.                                                                                                                                                                      |                                                        |                                      |
| 17.3 | PENALTY FOR LATE DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                        |                                      |
|      | If consignments are not delivered within delivery time including grace time, a penalty @ 0.5% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied. Basic Freight including PVC charge calculated on Diesel price. LD will be applicable on Basic Freight INCLUDING Special charges (HILLY / MOUNTAINEOUS REGION CHARGES/ DIFFICULT TERRAIN CHARGES (NORTH-EASTERN, ODISHA & CHHATTISGARH STATE)/, whichever applicable). |                                                        |                                      |
| 17.4 | PENALTY FOR NON-COMPLIANCE OF CONDITIONS AS PER SPECIAL CONDITION OF CONTRACTS(SCC)                                                                                                                                                                                                                                                                                                                                                                                             |                                                        |                                      |
|      | Penalty as specified in SCC will be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                        |                                      |
| 18.0 | HIRING OF VEHICLES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                        |                                      |
| 18.1 | It is preferred that contractor places his own vehicles for transportation.                                                                                                                                                                                                                                                                                                                                                                                                     |                                                        |                                      |
| 18.2 | Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted. Hiring could be allowed with/without prior approval of BHEL as per Special Conditions of the contract. In absence of the above detail in SCC, the requirement of approval as per sub clause 18.3                                                                                                                                                                         |                                                        |                                      |
| 18.3 | S.N o.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Vehicle Type                                           | Prior Approval from BHEL requirement |
|      | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LCV/HCV/Truck/ICV                                      | Not required                         |
|      | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Trailer (C-I to C-IV category i.e. above 15MT to 41MT) | Not required                         |
|      | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-C-41-108 MT)               | Required                             |
|      | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-B-above 108-200 MT)        | Required                             |
|      | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hydraulic Trailer (Category-A – above 200 MT)          | Required                             |
| 18.4 | In case of hiring of vehicle, all contractual & legal responsibilities will lie with the contractor only.                                                                                                                                                                                                                                                                                                                                                                       |                                                        |                                      |
| 18.5 | Hiring of other peripheral services as GPS tracking /civil work/loading /unloading is permitted.                                                                                                                                                                                                                                                                                                                                                                                |                                                        |                                      |
| 19.0 | LOADING & UNLOADING                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                        |                                      |
| 19.1 | LOADING AT CONSIGNOR'S PREMISES                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                        |                                      |
|      | Consignor shall be responsible for loading of consignments at its premises. However, if BHEL requests to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 5.5.7.                                                                                                                                                                                                                                  |                                                        |                                      |
| 19.2 | UNLOADING AT CONSIGNEE'S PREMISES                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                        |                                      |
|      | Consignee shall be responsible for unloading of consignments at its premises. However, if BHEL requests to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 5.5.7.                                                                                                                                                                                                                          |                                                        |                                      |
| 19.3 | LOADING/UNLOADING EN- ROUTE                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                        |                                      |
|      | Before loading and unloading at any other places/godowns due to any reason, contractor has to obtain prior approval of BHEL. BHEL will reimburse the loading & unloading charges en-route as per Clause 5.5.7, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor.                                                                                                                                                              |                                                        |                                      |
| 20.0 | WEIGHT MEASUREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                        |                                      |
|      | The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL/consignor for consignments. In cases where either weighbridge records are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the drawing/packing list/Dispatch documents shall be reckoned.                                                                                                                                        |                                                        |                                      |
| 21.0 | CONSIGNMENT NOTE CERTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                        |                                      |
|      | The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer                                                                                                                                                                                                                                   |                                                        |                                      |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|      | <ul style="list-style-type: none"> <li>i) Registration No(s). of the vehicle(s).</li> <li>ii) No. of the packing cases or liquid quantity in KL.</li> <li>iii) Name &amp; address of the consignor and consignee with specific destination.</li> <li>iv) Description of the consignments with BHEL Purchase Order (PO) reference as applicable.</li> <li>v) Reference to all other relevant information of Dispatch Advice Note, GST Invoice, and Way Bill/Manual Permit/Online Permit etc as applicable from time to time</li> </ul>                                                                                                                                                                                                                                                                                                                                                        |
| 22.0 | EN- ROUTE DOCUMENTS AND EXPENSES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 22.1 | <p>While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en- route for want of these documents. The</p> <ul style="list-style-type: none"> <li>i. Dispatch Advice Note/Challan,</li> <li>ii. GST Tax Invoice/ Delivery Challan</li> <li>iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',</li> <li>iv. Consignee Copy of LR for door delivery,</li> <li>v. E-Way bill</li> <li>vi. Delivery Challan wherever applicable</li> <li>vii. Any other required documents</li> </ul> <p>The transporter shall be responsible for delivering the connected documents particularly tax invoice and obtaining acknowledgement of the same.</p> |
| 22.2 | Any expenses incurred and detention on this account will be the risk and cost of the Contractors except charges mentioned in Clause 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 22.3 | If a consignment is detained en-route by the 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 Contractors and consignment got released and delivered in time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 22.4 | The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, Eway-bill, GST Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case such GST invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "GST invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.                                                         |
| 23.0 | VOLUMETRIC CONVERSION FOR BULK/VOLUMINOUS CONSIGNMENTS (Applicable for Courier Contracts Only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 23.1 | <p>For bulk &amp; light consignments, conversion factor shall be computed as per following formula:</p> $\text{Conversion factor (f)} = \frac{\text{Capacity of the vehicle as per category}}{\text{Volume of the category}}$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 23.2 | The conversion factor shall be derived from actual vehicle dimensions and shall be specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 23.3 | In case of placement of special structured vehicle which has more volumetric capacity, the conversion factor shall be calculated based on certification of vehicle dimensions by CRX/CMM Executive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 23.4 | <p>Examples:</p> <p>For speed cargo, the capacity of the vehicle as per the category is 2,500 Kgs &amp; permissible dimensions are 4mx1.5mx1.5m.</p> $\text{Conversion factor } f = 2500/9 = 277.78 \text{ kg/m}^3 \sim 278 \text{ Kg/m}^3$ <p>Hence, for converting the volume into weight, the above conversion factor shall be multiplied to the volume.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |     |     |        |                          |                                        |
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| 23.5 | Other examples of calculation: conversion factors calculated are only for examples the actual conversion factor shall be derived from actual vehicle dimensions as specified in SCC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |     |     |        |                          |                                        |
|      | Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Vehicle Size (In Metres) |     |     | Wt(Kg) | Volume (m <sup>3</sup> ) | Conversion factor (kg/m <sup>3</sup> ) |
|      | Speed Cargo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4                        | 1.5 | 1.5 | 2500   | 9                        | 278                                    |
|      | LCV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 4.5                      | 1.8 | 2   | 3500   | 16.2                     | 216                                    |
|      | HCV/ICV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 6                        | 2   | 2   | 6000   | 24                       | 250                                    |
|      | Open Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6                        | 2.5 | 2.5 | 6000   | 37.5                     | 160                                    |
|      | Multi-Axle Vehicle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7                        | 2   | 2.5 | 15000  | 35                       | 429                                    |
|      | Trailer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 12                       | 3   | 3   | 22000  | 108                      | 204                                    |
| 24.0 | SAFETY OF CONTRACTOR'S WORKMEN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |     |     |        |                          |                                        |
|      | <p>The Contractor shall have to indemnify the BHEL against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL premises or anywhere en route.</p> <p>All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour ( Regulation and Abolition ) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules &amp; Regulations by the Contractor / his representative.</p> <p>The Contractor shall be bound to indemnify BHEL against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.</p> |                          |     |     |        |                          |                                        |
| 25.0 | SAFETY & INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |     |     |        |                          |                                        |
| 25.1 | The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL /CUSTOMER in case of damage / loss and also the contractor shall be responsible for any mishap, accident en-route and consequences thereof including legal complications, if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |     |     |        |                          |                                        |
| 25.2 | The Contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |     |     |        |                          |                                        |
| 25.3 | <p>In case of accident the transporter or his authorized representative shall arrange to submit the following-</p> <p>I. A copy of FIR lodged in police station of area concerned.</p> <p>II. RC Copy of Vehicle</p> <p>II. Driving License of Driver</p> <p>V. Damage certificate as ANNEXURE-B</p> <p>V. Inform the BHEL's underwriter, if available with transporter and concerned BHEL</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |     |     |        |                          |                                        |

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|        | official about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 25.4   | All accidents at any point shall be reported immediately to BHEL in writing. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 25.5   | Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en-route) shall also be submitted. BHEL officials Shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the contractors responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment and all loss shall be recovered from the contractor. |
| 26.0   | DELIVERY & ACKNOWLEDGEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 26.1   | The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 26.2   | The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized to sign the JIM ( <b>ANNEXURE-B</b> ), which should be properly stamped with the name of the person to avoid any dispute later. Contractor shall duly attest the signature of the representative.                                                                                                                                                                                                                                                                                              |
| 26.3   | The transporter will be bound to accept letters/notice/claims from BHEL/Insurance Company in accordance with the provision of the Insurance Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 27.0   | PAYMENT / GST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 27.1   | Mode of Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | To Pay Basis: To be paid by BHEL's customer/Vendor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|        | To be billed: To be paid by BHEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 27.2   | a) Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 45 days (for MSE transporter) or 60 days (for Medium) or 90 days (for others) from the date of presentation of the bill (complete in all respect which can be processed without any objection related with CRX or / and Finance), in triplicate along with necessary documentation as per Special Conditions of Contract (SCC).<br><br>OR<br>b) As per payment terms as specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 27.3   | For the consignments booked on "To Pay" basis, where the transporter has to realize payment from the BHEL's customer/Vendor and the BHEL's customer/Vendor does not make the payment, BHEL will accept the freight bills subject to:<br>i. Submission of Non-Payment Certificate issued by the BHEL's customer/Vendor to the transporter on Performa as specified by BHEL<br>ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group.                                                                                                                                                                                                                                                                                                                                                                                                 |
| 27.4   | GST LAW COMPLIANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 27.4.1 | SAC, Rate of Tax under GST and applicable GST and GSTIN shall be clearly mentioned by Bidder in PQRC checklist of <b>SCC Annexure-I</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 27.4.2 | 1. Unregistered transporter and but GST to be paid on reverse charge basis:<br>Reverse Charge under GST :<br>(a) Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|        | <p>payment to service provider or 60 days from date of issue of invoice by transporter.</p> <p>(b) In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any.</p> <p>2. Transporters registered under GST and tax to be paid on reverse charge basis :<br/>Transporters to ensure filing of GST returns on time giving details of all invoices raised on BHEL.<br/>Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter.<br/>An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.</p> <p>(a) Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.</p> <p>(b) In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any.</p> <p>3. Transporter registered &amp; GST payable on forward charge basis:<br/>GST to be submitted on time and copy of challan to be submitted along with bill for claiming payment.<br/>All GST returns to be submitted on time giving details of all invoices raised on BHEL during the period.<br/>Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter.<br/>An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.</p> <p>E-WAY BILL PART B : Whenever goods are being transported to transporter godown , e-way bill to be generated by transporters.</p> |
| 27.4.3 | TDS under Income Tax as applicable shall be deducted at prevailing rates on gross invoice value from the RA bills. Any income tax liability of the Contractor at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with Law shall be furnished to the Contractor at his written request to BHEL. Similarly, any GST TDS applicable is to be deducted from the bill.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.0   | TRANS-SHIPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 28.1   | For consignments dispatched by Hydraulic trailers, transshipment [unloading from vehicle and then reloading on to another vehicle] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other bonafide reasons, provided approval is taken from BHEL in advance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 28.2   | BHEL shall specify the consignments where no transshipment is allowed and this shall be ensured by the transporter. For transportation by trucks and mechanical trailers, transporters shall endeavor that direct to destination vehicles are placed and in case of transshipment, the transporter shall ensure that the same category of the vehicle is placed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 28.3   | In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



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| 28.4   | For all transshipments, detailed information to be furnished by the transporter to BHEL. Cost to BHEL, if any, owing to damage to the consignment under transportation shall be recovered from the transporter.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.5   | Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 28.6   | Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment (for any reasons) are collected from the site of damage and transported back to BHEL for free of charge.                                                                                                                                                                                                                                                                                                                                                                                  |
| 29.0   | DISCLOSURE OF INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 29.1   | The bidder shall necessarily disclose the following information as below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 29.1.1 | Information regarding employee or direct relation of any employee of BHEL in any way connected as Partner/Shareholder/ Director/Advisor / Consultant/ Employee etc. with the bidder as per Format-I                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 29.1.2 | Information regarding group concerns & affiliates etc, details of partners/proprietor/directors as per Format-I                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 30.0   | CLUBBING OF MATERIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 30.1   | Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for such cases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 30.2   | If more than three such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 31.0   | MALPRACTICES/IRREGULARITIES/TAMPERING WITH LR'S, BILLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 31.1   | During the processing of the bills or at any time, if BHEL finds that transporter has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills/claims claimed by the transporter to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.                                                                                                                                                                                                                          |
| 31.2   | Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per Clause 17.3 for the delay in delivery of the consignments from any pending bill/security deposits of the transporter pending with BHEL or through appropriate legal recourse.                                                                                                                                                                                                                                                                                                                            |
| 32.0   | DAMAGE / LOSS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 32.1   | If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or CRX within a week of delivery and the Transporter should submit the photo copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or CRX as applicable.                                                                                                                                                                                         |
| 32.2   | On receipt of this information, BHEL will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Shipping so that further action will follow.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 33.0   | RECOVERY AND REMEDY FOR BREACH OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 33.1   | All amounts including the losses / damages / penalties / compensation and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India. |
| 33.2   | In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the contractor shall be held to be in breach of contract. Freight Contract shall be terminated and BHEL reserves the right, without any                                                                                                                                                                                                                                                                                                                          |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|      | prejudice, to get the balance work done through alternate sources independently without the risk and cost to the failed contractor/Supplier. However, BHEL shall have the right, at its discretion, to recover an amount up to equivalent to 10% of the contract value from the contractor for the breach of contract. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed. 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, etc. with BHEL) or legal remedies will be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 34.0 | INDEMNITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 34.1 | The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites/en route.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 34.2 | The transporter shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the 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 transporters, their workmen servants or agents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 34.3 | The transporters shall further indemnify BHEL against:<br>(i) Observance of Labour & Industrial Laws.<br>(ii) Documentary compliance relating to freight billing.<br>(iii) Indemnity shall cover the entire transit right after loading to the unloading at destination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 35.0 | ARBITRATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|      | <p>Settlement of Disputes &amp; Arbitration</p> <p>a. All questions/interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Bidder and the decision of the BHEL shall be final.</p> <p>b. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.</p> <p>c. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the BHEL.</p> <p>d. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>e. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal. The cost of arbitration shall be borne as per award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract</p> |

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|      | has been terminated by either Party in terms of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 36.0 | <b>JURISDICTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|      | It is only after exhausting the Arbitration clause 35.0 above, further legal proceedings arising under or relating to this contract, the courts at Bhopal only shall have jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 37.0 | <b>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|      | <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure IX (BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS).</p> |
| 38.0 | <b>CONFLICT OF INTEREST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 38.1 | The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 38.2 | If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 38.3 | The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 38.4 | Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/or without the OEM)from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 38.5 | A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 39.0 | <p><b>FRAUD PREVENTION POLICY:</b></p> <p>The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|      | and Fraud Prevention policy are available on public domain <a href="http://www.bhel.com/pdf/BHEL%20Fraud%20Prevention%20Policy.pdf">http://www.bhel.com/pdf/BHEL%20Fraud%20Prevention%20Policy.pdf</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 40.0 | SHORT CLOSURE: BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 41.0 | SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:<br>Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <a href="http://www.bhel.com">http://www.bhel.com</a> on "supplier registration page" and available on public domain <a href="http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf">http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf</a> |
| 42.0 | SPECIAL NOTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|      | The applicability and extent of the provisions under 'General Conditions of Contract (GCC)' shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under 'Special Conditions of Contract (SCC)' forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract. In the event of difference noted between (GCC) and (SCC), the clauses of 'Special Conditions of Contract' will be applicable.                                                                                             |
| 43.0 | The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.                                                                                                                                                                                                                                                                 |
| 44.0 | Agreement signing: The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper of appropriate value (as per prevailing Govt. guidelines) in a prescribed format. The cost towards agreement shall be borne by the firm.                                                                                                                                                                                                                                                                                                                                                                                                           |

**Annexure 'A'**



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल**

(भारत सरकार का उपक्रम)

**Bharat Heavy Electricals Limited, Bhopal**

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

*Only*  
19/1/16  
चेतन मेहर  
CHETAN MEHAR  
सिस्टम प्रबन्धक (फाइनेंस)  
Sr. Manager (Finance)  
बी.एच.ई.एल. भोपाल / BHEL BHOPAL

We certify that the above bank details are correct as per our record.

Banker Signature & Seal  
*SK JAIN*  
21-1-16  
SBN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतेलेक  
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC  
WEB SITE ADDRESS : www.bhelbhopal.com

Annexure 'B'

Notice of Damage/Shortage/Discrepancy to consignment on delivery

(to be furnished invariably by the transporter immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on 'freight billing')

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

Consignment Note (L/R) No. 

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

Freight Bill No. 



 Date :

Despatch Advice Note No. 



 Date :

Work Order No. 



 Freight charges: (Rs)

Consignee 



 Destination:

*Particulars of damage/shortage/ discrepancy reproduced as reported:*



1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit

Encl:

Comments/Remarks of Consignee, Receipted L/R copy, Copy of FIR lodged, Damage Report.  
[Pleasemark]

Date: \_\_\_\_\_ (Authorized signatory of the transporter affixing the Company Seal)

## PART-III

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

**Introduction :** BHEL, a schedule “A” Maharatna CPSE of Govt. of India, is an integrated power plant manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for core sectors of the economy, viz. Power, Transmission, Industry (cement, fertilizers), Transportation (Railways), Renewable energy, Oil & Gas, Water and Defense with over 180 products offerings to meet the needs of these sectors.

#### **S-1.0 SCOPE OF WORK**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scope of Work :- Rate Contract for “To and Fro Transportation of Reefer container containing COPPER WINDING WIRE”<br>To transportation - Loaded reefer container from Nhava Sheva Mumbai port/Mumbai Airport to BHEL Bhopal by maintaining +8 degree Celsius.<br>Fro transportation – Empty reefer container from BHEL, Bhopal to Nhava Sheva Mumbai port/Mumbai Airport (No power supply needed as no refrigeration required for empty container to be returned) |                                                                                                                                                                                                                                                                                                                           |
| Quantity to be transported                                                                                                                                                                                                                                                                                                                                                                                                                                        | 29 Sets (1 set weight- 26207.90 Kg) Total Weight - 760029.10 Kg for 29 sets                                                                                                                                                                                                                                               |
| Required vehicle type                                                                                                                                                                                                                                                                                                                                                                                                                                             | Suitable for transportation of 40 ft (l) x 8 ft (b) x 8.6 ft (h) reefer container, <u>Max load 25 MT Each</u> and having features to provide <u>required electrical supply/Power supply to reefer container for running continuously to maintain required temperature (+8 degree Celsius) during “To” transportation.</u> |
| No of vehicles required                                                                                                                                                                                                                                                                                                                                                                                                                                           | 102 Nos ± 20%                                                                                                                                                                                                                                                                                                             |
| Temperature to be maintained during “To” transportation                                                                                                                                                                                                                                                                                                                                                                                                           | +8 degree Celsius                                                                                                                                                                                                                                                                                                         |
| Validity/Tenure of contract                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 years from the date of Contract                                                                                                                                                                                                                                                                                         |

(a) During execution of the contract, bidder has to deploy proper vehicles to transport consignments covered under the scope of work suiting the weight and dimensions and suitable vehicles complying to Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH).

(b) Transporter has to ensure for safely return of empty reefer container to respective person at Nhava Sheva Port Mumbai/Mumbai Airport/any other port or location at Mumbai and get receiving from the respective officials and submit the same to BHEL, Bhopal with freight bill.

(c) Transporter shall be responsible for temperature excursion, breakdowns and emergency arrangements. Vehicle should be equipped with temperature control & measuring system and transporter to show the data of it.

(d) Transporters shall ensure direct to destination vehicles placement. However, in exceptional cases, transshipment can be done with prior permission of BHEL, Bhopal only. For unauthorized transshipment, a penalty of 5 % of basic freight shall be imposed.

(e) In all cases of transshipments, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.

**Note :- Safe return of Empty reefer container From BHEL, Bhopal to Nhava Sheva Mumbai Port/Mumbai Airport is the responsibility of transporter. Damage/loss of container shall be recovered from transporter.**

**S-1.1 PRE-QUALIFICATION REQUIREMENTS (PQR) & ELIGIBILITY CRITERIA (PQR & EC).**

All tenderers shall ensure to comply with the PQR & EC (Submit Check -List as per ANNEXURE-I with Techno-commercial bid)

- a) IBA: Bidder should submit valid IBA (Indian Banker's Association) recommendation certificate as on the date of tender opening (Part-1).
- b) OWNERSHIP OF FLEET –
- (i) Bidder should have minimum seven (07) Mechanical Trailers registered in their name as on date of tender opening, duly substantiated by notarized copy of Registration Certificate.
- (ii) Registration Certificate (notarized) of vehicles, having goods carrying capacity 22 MT or above shall be accepted.
- c) FINANCIAL HEALTH : Minimum Average Annual Financial turnover of the firm for last 3 Financial years up to 31.03.2025 should be at least Rs. 18.54 Lakhs (Eighteen lacs fifty four thousand) with overall positive net worth as on 31.03.2025.

For example, ending 31st March of 2025 i.e. average turnover of F.Y. 2022-2023, F.Y. 2023-2024 & F.Y. 2024- 2025

Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be submitted with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In case Balance sheet and Profit & Loss Account statements are submitted the same must be signed by the owner also.

BRANCHES: The bidder must have operative branch / authorized franchise office at Mumbai. The branch / authorized franchise details shall be printed in the form of booklet giving the address, contact person and phone numbers of branch (s) / authorized franchise OR The bidder can also submit notarized list of branches / authorized franchise on their letter head.

**S-1.2 EARNEST MONEY DEPOSIT (EMD)**

The bidder is required to submit an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh Only).

Refer Clause 7.0 of GCC.

MSE bidders & Startups are exempted from submission of EMD subjected to submission of copy of valid Udyam Registration.

**S-1.3 SECURITY DEPOSIT (SD)**

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

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Refer Clause 8.0 of GCC.



## **S-2.0 RELAXATION IN PQR CONDITIONS FOR STARTUPS & MSEs**

### **FOR START-UPS BIDDERS:**

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

PQR clause no. S-1.1 {b (i)} & (c) are relaxed by 50% and clause S-1.1 (a) for IBA requirement is relaxed by 100%.

Start-up India recognition certificate issued (Certificate issued on or before due date of tender) by Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry is required for availing benefit.

### **FOR MSE BIDDERS:**

PQR clause no. S-1.1 {b (i)} & (c) are relaxed by 50%.

Subject to meeting terms and conditions stated in the tender document, twenty-five percent of the total quantity of the tender is earmarked for MSEs. provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

For MSEs qualification bidder to submit valid UDYAM registration. MSE Bidder to note and ensure that nature of services providing mentioned in MSE certificate matches with the nature of the services as per Tender.

**S-3.0** Terms & conditions for Mechanical trailer C-II category where ever applicable, as per GCC applies.

### **S-4.0 Loading and Unloading charges: (As per GCC clause no. 5.5.7)**

BHEL shall be responsible for loading and unloading of all incoming consignments.

**S-4.1** If BHEL requires the transporter to engage in loading and unloading activity then for each loading and unloading, the charges per vehicle shall be payable as per GCC Clause 5.5.7.3 (**Mechanical trailer C-II category**).

**S-4.2** Loading / unloading charges at these rates shall also be applicable in case of situations necessitating intermediate loading / unloading of consignments due to force majeure conditions / site conditions / Govt. restrictions / customer or commercial requirements. All such cases with recorded reasons shall have the approval of BHEL.

### **S-4.3 PARKING CHARGES**

During waiting period for collection of consignments at Sea Ports / Air Ports etc the Parking charges, if any, shall be reimbursed on production of original parking receipt having the vehicle no. mentioned in it.

### **S-5.0 DETENTION CHARGES: As per GCC Clause No.5.5.5**

Detention charges will be paid as per GCC clause 5.5.5

Detention charges shall be paid on certification of BHEL. For claiming detention at site, the transporter should submit any one of the following supporting documents: -

- a) Acknowledgement from ROD regarding date of reporting including vehicle No.
- b) E-Mail/ letter from transporter regarding date and time of reporting with vehicle No.

Due to any problem at Mumbai Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Port and non-recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at port will be accepted as date of arrival at destination. The verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as above till date of release of vehicle as per acknowledgement by ROD.

No detention charges, whatsoever, shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.

#### **S-6.0 SUBMISSION OF BILLS:**

The transporter shall submit the bills within 15 days of delivery of the consignment (complete in all respect which can be processed without any objection related with CRX or / and Finance).

Payment term shall be as per GCC clause 27.0

#### **S-7.0 SCHEDULE OF RATES:**

The bidders shall quote the rate per vehicle per To and Fro transportation in price bid, as per format on NIC. (Refer Annexure-VIII)

Failure to strictly adhere to above, would result in rejection of the bid.

In case of failure to ensure compliance of any or all of the GCC and SCC, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost, besides suspending/reducing/stopping further business.

#### **S-8.0 BUSINESS VOLUME:**

The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.

#### **S-9.0 EVALUATION & BUSINESS DISTRIBUTION:**

The bidders shall quote the rate IN PRICE FORMAT ON NIC which will be the basis for unique position of bidders, low to high L1, L2, L3 ..... onwards. (Refer Annexure-VIII)

**S-9.1** Business award shall be done at equated rates only based on L1 rates.

**S-9.2** Business is proposed to be distributed on maximum 02 (Two) parties subject to acceptance of the L1 rates. For business percentage distribution, refer relevant Clause 10 of GCC (Part-II).

Business distribution shall be based on the following formula:

Assuming business to be distributed among n parties, the % business for the

$$L_x = 100 \cdot (n-x+1) / \sum n \text{ (for } n=1 \text{ to } n)$$

|                                                         |                                     |
|---------------------------------------------------------|-------------------------------------|
| Formula $L_x = 100 \cdot (n-x+1) / \sum n$ (for $n=2$ ) |                                     |
| Bidder Position/Ranking                                 | % Business                          |
| 1                                                       | 66.67% (round upto next 2 decimals) |

|       |                                    |
|-------|------------------------------------|
| 2     | 33.33% round upto next 2 decimals) |
| Total | 100%                               |

**S-9.3** However the percentage business distribution can be reviewed and revised by CRX from time to time based on the performance and capability of transporters to place vehicles. Non - performing transporters may be debarred from subsequent tenders.

**S-9.4** In an eventuality of the rate contract being finalized on less than the required Number of transporters; BHEL may reschedule the volume of business & Performance Security Deposit amount accordingly to eligible transporters on pro-rata basis.

**S-9.5** 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 bidder.

In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives.

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

#### **S-10.0 PRICE VARIATION CLAUSE (PVC) ON DIESEL RATE ONLY**

(i) Point to point distance between Nhava Sheva Mumbai port to BHEL Bhopal is 833 Kms, and this distance will be taken for PVC calculation as per GCC Clause No.6, applicable for C-II Mechanical Trailer.

(ii) In exceptional cases in case of route change, prior approval from BHEL must be taken, and this distance shall be applicable for PVC calculation.

**S-11.0 TRANSIT TIME:** As per GCC Clause No.14.0 & 15.0 for C-II mechanical trailer (plain region) applicable for TO transportation. And same shall be applicable for FRO transportation.

**S-11.1** The transporter shall ensure to place the vehicle of proper pulling capacity to carry the consignments to destination safely and timely within the transit time specified below.

**S-11.2** Transit time in Days = Distance / Basic Averaged Running per day. Basic Averaged Running per day will be as per GCC Clause 14.5 for C-II mechanical trailer (Plain region).

#### **S-12.0 ESCORT / TRACKING OF VEHICLE**

**S-12.1** If BHEL intends to depute an escort with the vehicle, the transporter should allow him to travel in the same vehicle up to the destination free of cost.

**S-12.2** If BHEL insists, Transporter shall install / permit installation of vehicle tracking system (VTS) on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.

**S-12.3** As and when requested by BHEL, transporter will provide mobile phone in working condition with trucks in order to have communication with the vehicle driver and shall e-mail/phone for the status of urgent and critical items to BHEL on daily basis.

### **S-13.0 PERFORMANCE REVIEW:**

The Performance of transporters shall be reviewed periodically. Allotment of workload and continuance in contract will be related to performance. In case the performance is not found up to the mark, BHEL reserves the right to put hold on further allocation of vehicle or terminate the contract without any further reference.

### **S-14.0 Breach of contract, Remedies and Termination**

Cases of failure to deploy the allocated vehicle consistently or non-compliance of applicable clause of GCC and SCC, will be treated as breach of contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

### **S-15.0 Conflict of Interest**

Conflict of Interest as per **Annexure-II** should be signed by the authorized signatory of the bidder

**S-16.0 These “Special Conditions of Contract (SCC)” shall be read in conjunction with General Conditions of Contract (GCC), to the extent applicable for transportation by mechanical trailer C-II category and are not modified herein by this Special Conditions of Contract. In case of ambiguity between the two, the provisions in this document i.e. “Special Conditions of Contract (SCC)” shall be overruling.**

### **S-17.0 Name and details of BHEL officials.**

|   | Designation | Name              | Contact Details |
|---|-------------|-------------------|-----------------|
| 1 | Engineer    | Sunil Kumar Sadh  | 0755-250-3332   |
| 2 | Sr Engineer | Nilesh Bhai Patel | 0755-250-3692   |
| 3 | Manager     | Suraj Kumar       | 0755-250-3440   |

**Checklist for Pre-Qualification Requirements & Eligibility Criteria (PQR & EC)**  
**(CHECK-LIST)**

|    |                                                          |                                                                                                           |                                                   |
|----|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1  | Name & Address of the Bidder                             |                                                                                                           |                                                   |
| 2  | Name of Owner/ Mob. No.                                  |                                                                                                           |                                                   |
| 3  | Address for correspondence:                              |                                                                                                           |                                                   |
| 4  | Email Address                                            |                                                                                                           |                                                   |
| 5  | PAN no. (doc. attached)                                  |                                                                                                           |                                                   |
| 6  | GSTIN no.: (if any) (attach doc)                         |                                                                                                           |                                                   |
| 7  | MSME STATUS (if any): (attach doc)                       |                                                                                                           |                                                   |
| 8  | START UPS (if any): (attach doc)                         |                                                                                                           |                                                   |
| 9  | Website (if any)                                         |                                                                                                           |                                                   |
| 10 | Contact Person's Name with Telephone/mobile Nos          |                                                                                                           |                                                   |
| 11 | IBA Recommendation                                       | Validity _____ (Date):                                                                                    | Enclose copy as per Cl.No.S-1.0 (a)               |
| 12 | Ownership of vehicles<br>Trailers: Min.07 Nos.           | Trailers: _____(Nos)                                                                                      | Enclose copy of documents as per Cl.No.S-1.0 (b)  |
| 13 | Minimum Average annual turnover<br>(Min Rs. 18.54 Lakhs) | 2022-23 _____ (Rs lakhs)<br>2023-24 _____(Rs lakhs)<br>2024-25 _____(Rs lakhs)<br>Average _____(Rs lakhs) | Enclose copy of documents as per Cl.No.S-1.0 (c). |
| 14 | Must have Positive net worth as on 31.03.2025            | YES / NO                                                                                                  | Enclose copy of documents as per Cl. No.S-1.0 (c) |

|    |                                                                                                                  |                                                                       |                                                                       |
|----|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| 15 | Branches                                                                                                         | No. of Branches:_____<br>No. of Franchises:_____                      | Enclose neatly typed / printed list / booklet as per Cl.No.S-1.0 (d). |
| 16 | Declaration                                                                                                      | Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/- | Enclose affidavit as per Format-I                                     |
| 17 | Vehicle able to supply power for refrigeration of container to maintain +8 degree Celsius, as per scope of work. | Confirm/Non-confirm                                                   |                                                                       |
| 18 | Submission of signed and stamped (all pages) downloaded copy of NIT                                              | YES/NO                                                                |                                                                       |
| 19 | Submission of Details about type of ownership of the firm.                                                       | YES/NO                                                                |                                                                       |
| 20 | Submission of Attested copy of power of attorney (if signed by person other than the owner).                     | YES/NO                                                                |                                                                       |
| 21 | Bank Account particulars with MICR no. As per Annexure “IV” (Not required if submitted earlier)                  | YES/NO                                                                |                                                                       |
| 22 | Submission of duly filled ANNEXURES ‘II’ to ‘VII’                                                                | YES/NO                                                                |                                                                       |
| 23 | Submission of duly filled FORMAT-I on non-judicial stamp of appropriate value                                    | YES/NO                                                                |                                                                       |

Signature,  
Date & seal of authorized representative of the bidder

**Conflict of interest**

Treatment of cases regarding conflict of interest:

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

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.
- v) The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

**DECLARATION REGARDING MSE**

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

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

(Fill “YES” wherever is applicable, else ‘NO’)

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.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm



**Bank Details of Bidder**

(Not applicable if submitted earlier)

BHEL has decided to make all payments through Electronic Fund Transfer. Bidders are requested to give the following details along with your quotations so that this can be stored in our records for effecting Electronic Fund Transfer. Please note that hence forth we propose to make all payments through EFT.

Following data is required to enable processing of e-payments to vendors.

|   |                           |  |
|---|---------------------------|--|
| 1 | Name of A/c holder        |  |
| 2 | Account Number            |  |
| 3 | Name of the bank, branch  |  |
| 4 | Branch Code               |  |
| 5 | MICR Code                 |  |
| 6 | IFSC Code                 |  |
| 7 | Details of TIN            |  |
| 8 | Email address             |  |
| 9 | MSME Certificate (if app) |  |

VENDORS /BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

Those who had already sent the EFT details may please reconfirm/check the details (it is available in your B2B login)

Vendors /bidders may please further note that the above requirements are deemed to be part of the Tender / purchase enquiries issued by BHEL Bhopal even if it is not explicitly stated in the printed Tender / purchase enquiry form.

In addition to the above information please also furnish the following details to enable faster clearance of bills.

Signature, date & seal of authorized representative of the bidder

(Letter of compliance in company's Letter Head)

Date: XX/XX/XXXX

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

**We confirm that we have minimum seven (07) numbers of mechanical trailers suitable for transportation of Reefer Containers.**

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

Further, it is also confirmed that we have submitted the price bids in your price bid format without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we are able to conduct the route survey within the time period.

Thanking you,

Yours faithfully

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

**DECLARATION BY THE CONTRACTOR**

I, Shri \_\_\_\_\_, owner of M/S \_\_\_\_\_, hereby declare that I do not have any relations, as specified below, in the (dept name), BHEL Bhopal I hereby authorize BHEL to cancel my tender, if this statement is found wrong, i.e. if it is found that any of my relatives, as defined below is found to be working in any of the division(division/dept name):

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband
24. Brother's wife
25. Sister (including step-sister)
26. Sister's husband

I, also understand that in such case, following action may be taken against my company: - 1. Termination of contract. 2. Disqualification/debarring from all future contracts I also, promise neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to my disqualification/debarring from the contract.

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

NO DEVIATION CERTIFICATE  
(To be submitted in the bidder's letter head)

REF: .....

Dated.....

To,  
SR. DGM / CRX  
BHEL Bhopal,  
Ground Floor, Eastern Wing, Block-VII  
Bhopal-462022 (MP)

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,

Yours faithfully,

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

**PRICE FORMAT ON NIC**

|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|-------|------------------------------------------------------------|-----------------------------------|---------------------|-----------------|---------------------------------------|---------------------------------------|-----------------------|
| <b>Tender Inviting Authority: .....</b>                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>Name of Work: TO &amp; FRO Transportation of Reefer containers from Nhava Sheva Mumbai Port/Mumbai airport to BHEL Bhopal</b>                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>Tender No: .....</b>                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>Name of the Bidder/ Bidding Firm / Company:</b>                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>PRICE SCHEDULE</b>                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b> |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| 1                                                                                                                                                                                                                                                                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                     | 3                | 4        | 5     | 6                                                          | 7                                 | 8                   | 9               | 10                                    | 11                                    | 12                    |
| Sl. No.                                                                                                                                                                                                                                                            | Item Description                                                                                                                                                                                                                                                                                                                                                                                                      | Item Code / Make | Quantity | Units | BASIC RATE In Figures To be entered by the Bidder in Rs. P | GST (If applicable in Percentage) | GST Amount in Rs. P | HS N / SAC Code | TOTAL AMOUNT excluding taxes in Rs. P | TOTAL AMOUNT including taxes in Rs. P | TOTAL AMOUNT In Words |
| 1                                                                                                                                                                                                                                                                  | Vehicle suitable for transportation of 40 ft (l) x 8 ft (b) x 8.6 ft (h) reefer container, Max load 25 MT Each and having features to provide required electrical supply/Power supply to reefer container for running continuously to maintain required temperature (+8 degree Celsius) during "To" transportation & return of empty container "FRO" transportation . (PVC applicable for Diesel rate variation only) | Item No-1        | 102      | Nos   |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>Total in Figures (INR)</b>                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |
| <b>Quoted Rate in Words: (INR)</b>                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |          |       |                                                            |                                   |                     |                 |                                       |                                       |                       |

## **FORMAT-I**

### **AFFIDAVIT-CUM-UNDERTAKING**

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

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

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

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

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

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business ..... for last ..... Years.
2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

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

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).
4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.
5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,
- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
  - any document submitted by the bidder was fake or forged; or
  - if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed  
Before me on this the\_\_\_ day  
of \_\_\_\_\_, 20\_\_ at

**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:
  - a) On the date of signing of the Settlement agreement by the Parties; or,
  - b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,

d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.

e) 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 5 crores.<br>Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs. 5 crores but less than Rs 10 crores.<br>Rs. 75,000 (per Conciliator) in cases involving claim and/or counter-claim of more than Rs.10crores.<br>Rs 1,00,000/- (per Conciliator) 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.                        |
| 3     | Secretarial expenses                                                                                                                                                              | Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4     | Travel and transportation and stay at outstation<br>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) | As per entitlement of the equivalent officer (pay scale wise) in BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5     | Others                                                                                                                                                                            | As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6     | 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 Clam(s)/Counter Claim(s):

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

**THIS “GCC” & “SCC” ARE THE INTEGRAL PART OF “NOTICE INVITING TENDER NIT TO THE EXTENT, APPLICABLE FOR TRANSPORTATION AND IS TO BE SIGNED AND SEALED ON EACH PAGE BY THE TENDERER/BIDDER AS CONFIRMATION OF THEIR ACCEPTANCE.**