
	Bharat Heavy Electricals Limited Industrial Valves Plant Goindwal Sahib (Punjab)	Enquiry No. 2425-WC-13
		Date: 13.03.2025

NOTICE INVITING TENDER (NIT)

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

Tender Enquiry No.	2425-WC-13
Tender Enquiry Date	13.03.2025
Form of Contract	Service
Type of Tender Enquiry	Open Tender
Tender / Item Description/Scope of Work	Transportation Rate Contract for Outgoing dispatches through Mechanical Vehicles such as LCV/Lorry/Taurus
Validity of offer	90 Days from the date of tender opening
Contract Period	The above contract shall remain valid up to 31.01.2026 from start of contract date.
Earnest Money Deposit (EMD)	<p>Earnest Money Deposit (EMD) The bid shall be submitted duly enclosing the EMD of ₹2,00,000/- (Rupees Two Lakhs Only) EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to uploading of supporting document. Notes for MSE Bidders "As per the Ministry of MSME vide S.O. 4926 (E) dated October 18, 2022, in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of category it was in before the re-classification, for a period of three years from the date of the such upward change." Tender submitted by Non MSE bidders without EMD will be summarily rejected</p>
Security Deposit	5% of Contract Value
Reverse Auction	Not Applicable

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Tender Download / Bid Submission Start Date	13.03.2025 (15:00 Hrs. IST)
Tender Download / Bid Submission End Date	24.03.2025 (12:00 Hrs. IST)
Tender / Bid Opening Date	24.03.2025 (15:30 Hrs. IST)
Quotation Parts	Two Part Bid
Integrity Pact (IP)	Applicable
Contact Person Details for tender details	Sh. Amanpreet Singh, Manager 01859-224 617, amanpreet@bhel.in OR Sh. Rajesh Kumar, Sr. Manager 01859-224 618, kumarrajesh@bhel.in



PRE-QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

Tender Enquiry No. 2425-WC-13 Dated 13.03.2025 **Due date 24.03.2025**

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The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

Documents submitted in NIC portal will be considered as authentic and self-attested.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc..) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL

1. EARNEST MONEY DEPOSIT (EMD)

- Earnest Money Deposit (EMD) of the following values by way of Demand Draft or e-payment shall be furnished by the bidders.
- A one Time EMD of ₹2,00,000/- (Rupees Two Lakhs only) shall be paid by the bidders for quoting against any or all of the rate schedules covered against this Tender.
- The EMD will be accepted only in the following forms.
 - Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - Electronic Fund Transfer credited in BHEL account (before tender opening)
 - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.
- MSE benefits (exemption from EMD only for Micro & Small) will be provided in case of submission of Valid UDYAM Registration Certificate.

2. ORGANIZATION / FIRM REGISTRATION

- Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".
- Documents to be submitted:** The details of registration Documents to be submitted are below:

Sr. No.	Type of Organization	Documents to be submitted
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter / PAN
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm



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		(Form A /G/any other form as the case may be), Trade License / GST Certificate and PAN
3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN
4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association

- c) **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and copy of PAN Card shall be enclosed.
- d) **GST registration Number:** If the bidder is registered with GST, then the copy of GST certificate shall be enclosed. GST unregistered bidders have to submit declaration cum Undertaking as per Annexure-2.

3. FINANCIAL REQUIREMENTS **(EXEMPTED FOR START-UP FIRMS)**

- a) The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be Rs. 50,00,000.00 (Rupees Fifty Lakhs). Previous financial year PFY-1(Y2023-24), PFY-2 (Y2022-23) & PFY-3 (Y2021-22).
- b) For fulfilling the financial criteria, any one the following documents may be considered as valid proof for meeting the criteria:
- i) Documentary evidence in the form of certified Audited Balance Sheets of relevant periods
OR
- ii) A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. UDIN no. should be mentioned on CA certificate.



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4. IBA APPROVAL **(EXEMPTED FOR START-UP FIRMS)**

- a) The Bidder should have an IBA recommendation number on the date of opening of tender. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this tendering process.
- b) If the Bidder is processing IBA approval and if the validity of the IBA is expired (not more than 3 months as on tender opening date) and if the bidder applied for renewal of IBA, such carriers will also be considered for evaluation against documentary proof for submission of application for renewal to the IBA.
- c) Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- d) In case of award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.

5. REGISTRATION UNDER CARRIAGE BY ROAD ACT 2007.

- a) The Bidder should have CERTIFICATE OF REGISTRATION [Rule 5 (1)] as per Section 3 of the Carriage by Road Act 2007.
- b) Copy of the valid registration certificate shall be enclosed along with techno commercial bid.



SPECIAL TERMS AND CONDITIONS

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Section-I: Tender Data Sheet

1 CLASSIFICATION OF ZONES

- 1.1 The Zones are defined as per the destinations. The details of which are as under:

Zone No.	Detail
3	Orissa, Bihar, Jharkhand, West Bengal, Chhatisgarh

2 CONSIGNMENT CLASSIFICATION & RESPECTIVE VEHICLE TYPE

- 2.1 The dispatches are classified into **6 vehicle categories** based on the dimensional & weight range of the consignment and the type of vehicle to be deployed, the details of which are as under: -

SL	Vehicle Category	Vehicle Type	Approximate Consignment Weight Range **	Basic Dimensions of the consignments L X W X H (in meters)		
				Length	Width	Height
1	T2A	Smalls & Part Load (LCV / Lorry Category)	Up to 5.5 MT	5.50	2.00	2.00
2	T3	LCV / Lorry / Trucks	Up to 9 MT	5.50	2.00	2.20
3	T4	Taurus / Multi Axle trucks	Up to 21 MT	6.50	2.20	2.20

- 2.2 ** In case the gross weight of consignments is more than what is stated above, the payment will be made for actual weight or the vehicle passing weight whichever is less. However, Freight charges will be restricted to RC Book Passing weight capacity of the vehicle.
- 2.3 It should be ensured that the truck is of higher capacity and payment will be made within loading capacity of the vehicle. However, this will be considered only if the loading capacity of the vehicle is higher than or equal to actual weight of consignment and transporter will be required to attach self-attested copies of RC to logistic cell. Loading capacity of vehicle will be based on Gross Vehicle Weight (Laden weight) and Unladen weight mentioned on RC.
- 2.4 If any one of the dimensions of the consignment (Length or Width or Height) or weight is not falling within a particular category of consignment, then in such case next higher category (fulfilling both the conditions of dimension / weight) of vehicle will be engaged for transportation.
- 2.5 If all the dimension of the consignment (Length or Width or Height) or weight falling within a consignment category, then vehicle pertaining to another consignment category should not be utilized if the freight cost is high.
- 2.6 If the weight and/ or dimension of all consignments (higher of actual or volumetric) is less than what is stated above, it will be treated as under load. Under load dispatch may be resorted to in case of urgency/ need with the permission of competent authority of BHEL.
- 2.7 For multiple packages having total gross weight or total volumetric weight in the given range for which the material is booked, at least one package either by weight or any one dimension should qualify for the minimum weight of the given slab.
- 2.8 In case dimensions mentioned in the packing list indicates width more than length, the higher dimension will be treated as length and lower dimension as width for deciding the category of



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the consignment and the same will be considered for payment of freight unless specified by BHEL about the orientation of consignment during transportation. The freight payment of such consignments shall be paid accordingly.

2.9 Vehicle No. and dimensions of consignments must be mentioned on the GR and the bill.

3 INFRINGEMENT CHARGES

3.1 For the dimensions exceeding the above basic dimensions, infringement charges will be paid as given below:

Cat.	Vehicle Category	Infringement in Length	Infringement in Width	Infringement in Height
T2A & T2B	Smalls & Part Loads	Not applicable	Not applicable	Not applicable
T3	Lorry – 9MT	Beyond 5.5 mtrs 4% of basic freight for every 0.5 meter or part thereof.	Not applicable	Beyond 2.20 mtrs 4% of the basic freight for every 0.25 meter or part thereof.
T4	Taurus	Beyond 6.5 mtrs 4% of basic freight for every 0.5 meter or part thereof.	Not applicable	Beyond 2.20 mtrs 4% of the basic freight for every 0.25 meter or part thereof.

3.2 Infringement Charges will be given extra for every applicable dimensional feature Length, Height, Width separately. For this purpose, the full load / volume load weight will be considered for infringement charges calculation. For example, for Lorry category 9MT will be considered for Infringement charges calculations.

4 OVER DIMENSION CHALLAN REIMBURSEMENT (APPLICABLE ONLY FOR T3 & T4) (FOR T3 & T4 IN LENGTH/ HEIGHT)

4.1 RTO/RTA Challan charges levied by State Government authorities for Over Dimensional Consignments (for Length, Width and Height) under (i) Overall dimension of Vehicle due to ODC violating MV Act (ii) Excess load projection, (iii) Alteration or attachments in vehicle body to support ODC, (iv) Using Vehicle in unsafe condition due to ODC, (v) Driving dangerously due to ODC will be reimbursed on production of original receipt.

4.2 If any contractor is found to be submitted forged / fake documents in this regard, very serious action will be taken on them as per BHEL's Guidelines for Suspension of Business dealings with the Suppliers / Contractors and their EMD and SD will be forfeited.

4.3 In case of Offline ODC Slips, penalty reimbursement will be done based on submission of Indemnity Bond by the transporter for each Slip.

5 PROJECTED TONNAGE OF LOAD DURING THE ANNUAL CONTRACT

5.1 The rate schedule-wise total projected load, during the rate contract is indicated in Price Bid – Work / Rate Schedule.

6 LOAD DISTRIBUTION

6.1 BHEL will allot the load through letter / email or any other mode of communication, Individual rate schedule wise, based on the price bid ranking of the Carriers and Number of carriers accepted during counter offering.

6.2 Manner of Splitting



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- 6.2.1 The L1 bidder in each The L1 Bidder of each rate schedule will be given 3 demands in each turn (demand cycle), L2 Bidder will be given 2 demands in each turn whereas all others will get one demand in each turn (demand cycle) i.e 3:2:1:1:1..... 1 (up to number of eligible transporters).
- 6.2.2 However, it may be noted that these three demands for L1, two demands for L2 will not be given at the same instance, but with a turn (within the demand cycle) suitably spaced & given to facilitate vehicle placement.
- 6.2.3 Demands which went to open category will be automatically cancelled after 3 days and non-placement penalty will be levied accordingly. However, Auto cancellation of demands is not applicable for Inbound & Anywhere to Anywhere dispatches. For such cases non-placement penalty can be imposed by demand creator.

Section-II

TERMS & CONDITIONS FOR OPERATION OF THE CONTRACT

1 LAWS GOVERNING THE CONTRACT

- 1.1 The Contract to be operated complying with the all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time including but not limited to, the following:
 - 1.1.1 Motor Vehicles Act, 1988
 - 1.1.2 Central Motor Vehicles Rules, 1989
 - 1.1.3 Other Central Rules, Notifications
 - 1.1.4 Road Transport Corporations Act, 1950
 - 1.1.5 Carriage by Road Act, 2007.
 - 1.1.6 GST & E-Way Bill regulations
 - 1.1.7 Any other Act/Rules /Regulations which may be introduced by central/State /Union Territory regarding road transportation
- 1.2 The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007
- 1.3 The Transport Carriers / Fleet owners should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
- 1.4 Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.
- 1.5 The Transport Carriers/Fleet Owners, should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.
- 1.6 The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.



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- 1.7 The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.
- 1.8 MOTOR VEHICLE ACT
- 1.8.1 As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act except ODC shall be payable. If any of the issues has not been dealt specifically in any schedule, then the same will be decided in line with the provisions of other schedules / terms and conditions dealing with the same issue.

2 TYPE OF VEHICLE TO BE PLACED

- 2.1 It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
- 2.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary. If demanded by BHEL Officials, the original RC Book and Driving License shall be produced for verification.
- 2.3 In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This is also applicable for open Body vehicle categories.
- 2.4 BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party from whom the vehicle is hired is a reputed one, with well-maintained vehicles and valid permits / documents. If any dispute arises in their deal, it would be viewed seriously. The contractor alone will be responsible for solving such dispute/s and BHEL cannot be dragged in to such disputes. The contractor agrees that BHEL has every right to recover from the Contractor, any amount which BHEL may have to incur on account of such dispute/s between contractor and 3rd party in respect of delivery of BHEL consignments. In any case, only the contractor will be solely responsible for the safe delivery of BHEL consignments.
- 2.5 In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and accordingly payment will be made.
- 2.6 If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from Head of Section (HOS) (not below the rank of DGM) of concerned user agencies.



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In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.

3 LOADING AND UNLOADING

- 3.1 Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency. Transporter scope will not cover Loading & Unloading.
- 3.2 However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

4 DOOR COLLECTION AND DOOR DELIVERY

- 4.1 All despatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra charges (except T2 Category), at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and against all the Rate Schedules covered under this tender.
- 4.2 Ex-Godown delivery is not permitted under this Contract with BHEL or for BHEL consignments all over India for all delivery points when the booking is done by supplier or customer or BHEL or any authorized agency and shall be booked on door delivery basis only.
- 4.3 Door collection and Door delivery charges will be applicable per demand (irrespective of number of loading / unloading points involved under a demand) as given below:
 - 4.3.1 Door collection charge: ₹ 2,000/- per demand
 - 4.3.2 Door delivery charge: ₹ 2,000/- per demand

5 VOLUME LOADS & FULL LOADS

- 5.1 Volume Load: -
 - 5.1.1 Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment.
 - 5.1.2 Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than **Manager** as "Volume Load" and payable for full load.
- 5.2 Full Load (Except T2A category): -
 - 5.2.1 Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book)
 - 5.2.2 Full Load Certification: Full load certification means, dispatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis.
 - 5.2.3 Full Load Certification" has to be given by the Concerned Officials in the loading point or Concerned Officials in Purchase in case of direct dispatches from Vendor Works, any end user in case of others and the Certification must be countersigned by Head of Section (HOS) (not below the rank of DGM).



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6 TAXES AND DUTIES

- 6.1 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., **except GST and power block charges** at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- 6.2 After award of contract, if any statutory changes in the Act / Rules / Regulations / Guidelines etc., which will have major impact on the prices, the same will be dealt separately based on the approval of competent authority of BHEL.
- 6.3 During the tenure of contract, if Diesel is brought under GST regime, applicable ITC benefits will be reverse worked on finalized rates and such benefits will be adjusted on final rates.

7 GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- 7.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal.
- 7.2 The dealer has to submit necessary documents if there is any change in status under GST.
- 7.3 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- 7.4 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- 7.5 Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - 7.5.1 Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - 7.5.2 Receipt of Goods or Services and Tax invoice by BHEL
- 7.6 As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- 7.7 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.



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- 7.8 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 7.9 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 7.10 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 7.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

8 DIESEL PRICE VARIATION CLAUSE (PVC)

- 8.1 The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -
- 8.2 For various vehicle categories, the freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below: -

Details	T2A & T2B	T3	T4	T5	T7 & T8
Fixed Cost	60%	60%	65%	70%	75%
Diesel Variable Cost	40%	40%	35%	30%	25%

- 8.3 Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only. For example, say the diesel rate is increased/decreased by 5.1%, then the diesel variable cost alone will be increased/reduced by 5.1%.

The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%. Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.

- 8.4 Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
- 8.5 The reference diesel rate shall be the actual diesel rate as **on date of Techno-Commercial Bid Opening**. The rates of diesel will be calculated on the basis of the rates prevailing at **Chandigarh**.
- 8.6 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

9 PENALTY FOR NON PLACEMENT OF VEHICLES

- 9.1 BHEL will allot the load through letter / email or any other mode of communication, Individual



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rate schedule wise, based on the price bid ranking of the Carriers.

- 9.2 Form the date / time of demand, vehicles will have to be placed by the Transporter within stipulated period (notice time) given below:

Category	Notice Time in “Days”	
	BHEL Units	All other Out Station
T2A	2	10
T3 & T4	1	5

- Notice time mentioned in the above table is minimum time for vehicle placement. However, BHEL Trichy may indicate the final dispatch date beyond the minimum time as above. In such cases, Non-placement penalty will be applicable if vehicle is not placed on or before final dispatch date.
- 9.3 However, the Carriers have to accept the demand within 24 Hrs. in VIS or any other demand booking system but vehicles have to be placed as per the above time schedule. Otherwise demand will go to ‘open’ where any other transport carrier can accept the demand.
- 9.4 For Open Demands, the notice time is reduced half of the above time, since if the vehicle is readily available, then only the carriers has to pick the open demands.
- 9.5 The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 AM, for the carrier booking done before 10 AM. Also, the carrier booking time i.e. the notice time for placement of vehicle will be counted from evening 2 PM, for the carrier booking done after 10 AM.
- 9.6 For non-placement of vehicles / not accepting the demand within stipulated period 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 is furnished below: -

Category	Penalty Charges per demand
T2A (Less than 500 km)	₹1,000
T2A (More than 500 km)	₹1,200
T3(Less than 500 km)	₹5,000
T3(More than 500 km)	₹6,000
T4(Less than 500 km)	₹7,500
T4(More than 500 km)	₹9,000

- 9.7 The above penalty will also be applicable for non-placement of vehicles by accepting the demands from “Open Demand Category” and is applicable for each time of non-placement for a same demand picked multiple times from open category but vehicles not placed.
- 9.8 If the original allottee lifts the same demand in Open Category and placed the vehicle within the stipulated time, then non-placement penalty will be waived automatically for the first time of demand went to open category.

10 TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

- 10.1 The permissible travel of vehicle per day are given below subject to e-way bill notifications:

- 10.2 For Smalls & Part Loads (T2A Category)

SL	Distance range	Max. transit time allowed (Number of days)
1	Up to 500 km.	5
2	501 to 1500 km.	10
3	Above 1500 km.	20



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10.3 For Trucks & Mechanical Trailer Loads (T3 to T4 Category)

SL	Category	Distance (KM) to be travelled per day (average)	Distance (KM) to be travelled per day (average) for Hilly Area
1	T3 & T4	300	150

10.4 ADDITIONAL TRANSIT TIME FOR ODC CONSIGNMENTS IN MECHANICAL TRAILERS

10.4.1 For consignments having height more than 2800 mm, relaxation of 10% of average minimum speed shall be allowed for each slab of 200 mm of excess height over 2800 mm.

10.4.2 Allowable transit period shall be rounded off to next higher whole number.

10.5 For typical designs requiring slow movement in the interest of safety of the consignment additional transit period can be allowed with the approval of Head / Logistics.

10.6 Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.

10.7 For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 500km and the permitted travel per day is 200km per day. Accordingly, the transit time is 2.5 days (500/200). Hence 3 days shall be considered as transit time

10.8 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

10.9 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.

10.10 Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is applicable for Normal & Volume Certified Loads

SL No	Delay	% Penalty on (basic freight)
1	Up to 1 week	2% per week or part thereof
2	From 2 nd Week to 8 th week	4% per week or part thereof
3	Beyond 8 weeks	50% (fixed)

10.11 For small and part load (T2), % penalty will be charged on (Basic Freight + Collection & Delivery Charges)

10.12 **For 'Full Load' Certified vehicles:** Delay in delivery beyond average travel per day period as described above, will attract a penalty as follows. This is not applicable for Normal & Volume Certified Loads

SL No	Delay	% Penalty on (basic freight)
1	Up to 1 week	2% per DAY
2	From 2 nd Week onwards	5% per DAY or part thereof limited to 50% .

For small and part load (T2), % penalty will be charged on (Basic Freight + Collection & Delivery Charges)

10.13 If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days



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outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the respective Manager / Commercial will be the basis for calculation of penalty.

10.14 Frequent delays beyond the stipulated time by any carrier will be viewed seriously. BHEL will take suitable penal action against such carrier including suspension / foreclosure / termination of the Contract.

10.15 Delay penalty will not be waived in case of transshipment of the consignment enroute. Either delay penalty waiver or transshipment penalty waiver can be claimed by the Carriers. This is applicable for all the Consignment Categories except T2A & T3.

11 FIXING OF GPS IN THE VEHICLES & PENALTY FOR NON FIXING OF GPS IN THE VEHICLES

11.1 Providing GPS will be mandatory for all the categories of vehicles, except T2A and T3 category of vehicles.

11.2 For the vehicle category T4, vehicles can be allowed to enter BHEL premises without GPS and fixing of GPS will be ensured before AREA IN entry in VIS or in any other demand booking system for the categories wherever GPS is applicable for BHEL demands.

11.3 Wherever the customer insists for GPS the Transporter shall fix GPS at his cost till delivery of the consignment for any vehicle category / regions including T2A & T3 vehicle.

11.4 In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request of transshipment, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.

11.5 The Contractor should ensure that the instrument for GPS is not detached from the vehicle till it reaches the destination. If it is found that the instrument for GPS is detached from the vehicle en route, **penalty at the rate of 5%** of the basic freight value will be levied.

11.6 However, missing of GPS information for few days between the journeys due to non-availability of network / week signal strength / repair of device etc., at remote locations may be considered for waiver of penalty for which approval has to be taken as per the appropriate waiver clause.

11.7 In case of repeated non fixing / detachment of GPS instrument, it will be viewed very seriously and reflect on the performance of the Carrier and suitable action will be initiated thereafter.

11.8 In case, the GPS System is not made available by the Carrier, BHEL will have the right to fix the GPS equipment and deduct the expenses from the freight bill of the Carrier.

11.9 BHEL is in the process of developing the in-house GPS system. In case of establishment of the same during the contract period, BHEL may fix it's own GPS system and the transporter carrier has to accept the same with applicable charges, if any.

12 TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

12.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.

12.2 As T2A is combined load, any number of transshipment is allowed. Also, for Consignment Category- T3, required number transshipment in the enroute is allowed based on National Permit requirements.



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- 12.3 For other categories of vehicles, if transshipment is inevitable en route, the Carrier should inform the loading officials of USER DEPARTMENT OR PURCHASE DEPARTMENT OF THE PRODUCT in advance and obtain prior permission / authorization from BHEL Executives, not below the rank of SR. MANAGER. Authorization permitting transshipment shall be attached along with the freight bill for payment.
- 12.4 The transshipment shall be done in authorized transshipment centers only by deploying crane of suitable capacity and people with technical expertise using the same vehicle category.
- 12.5 If consignments are transshipped in same vehicle category without prior permission a token penalty of **10 %** of the freight amount involved, will be levied.
- 12.6 In case of transshipment, the transporter has to give request for authorization with new GPS details. If new GPS details are not available along with the request, competent authority can reject the request of transshipment or waive GPS requirement as per tender terms.
- 12.7 Also the transport carriers have to submit photo or video evidence of transshipment of consignments i.e. photo of unloading the consignment from the original vehicle to the loading of the same on the transshipped vehicle.
- 12.8 Unauthorized transshipments with different vehicle category are not allowed and will be treated as breach of contract.

13 DETENTION CHARGES

- 13.1 Detention charges shall be paid extra if the vehicles are not loaded / unloaded / released within the stipulated time given below: -

SL	Loading / Unloading Points	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
		Vehicle Type (T2A, T3 & T4)
1	Stores Wards of BHEL Units	2
2	Logistics Area of BHEL Units	3
3	Sites / Harbour / CFSs / Other Locations	4

- 13.2 For example, if the vehicle reached at site for unloading and made IN entry on 01.01.2025, the free period (4 days as per above table) will be available up to 04.01.2025. However, if the EXIT entry of the vehicle is made on 07.01.2025, then detention will be calculated excluding 07.01.2025 and free period (4 days) and two days will be eligible for detention.
- 13.3 For dispatches from BHEL, Area IN and Area EXIT will be taken for calculation of detention. Both Area IN and Area EXIT dates will not be counted for calculation of detention. For any other area, vehicle IN & EXIT will be considered for calculation of detention and vehicle IN & EXIT dates will not be counted for calculation of detention.
- 13.4 Loading & Unloading within BHEL premises Area “In” and Area “Out” entry will be made only if the Transporter’s representative available while reporting in and exit of vehicles
- 13.5 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.
- 13.6 The rate of detention charges are as follows: -

SL No	Vehicle Category	Detention Charges per Day (₹)
1	T2A	800



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2	T3	1,200
3	T4	1,700

13.7 DETENTION AT LOADING POINTS

- 13.7.1 Detention charges shall be paid on certification of an Executive not below the rank of DGM of user agencies (Logistics / MM etc.)

13.8 DETENTION AT UNLOADING POINTS

- 13.8.1 Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal.

13.8.2 **In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site**

In such case the date of arrival of vehicle at Site, **based on the GPS report** will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM of commercial / end user. Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by not below the rank of DGM of Commercial / end user.

13.9 DETENTION AT EN-ROUTE

- 13.9.1 If vehicle is detained en-route for want of documents, non-compliance of dispatch documents by BHEL etc., i.e. if detention is attributable to BHEL or Site, detention charges are payable **based on the GPS report which shows the waiting / detention period.** Wherever GPS is not mandatory then the waiting / detention period will be based on certification by not below the rank of DGM of Commercial / end user.
- 13.10 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from other areas such as Logistics / Stores / Harbour & CFS and Sites / commercial certification if applicable etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.
- 13.11 Detention beyond 30 days shall be considered after necessary approval from not below the rank of AGM or HOS of Commercial or end user which is **restricted up to 50 Days.** Detention beyond 50 days will be dealt separately and Charges can be paid based on specific approval from the executive of Commercial or user Agency.
- 13.12 **Detention Charges for empty vehicle out:** If the vehicle is called for and allowed inside BHEL or any other Loading point and after that the vehicle is sent out without loading for the reasons not attributable to the transporter, then detention charges will be paid as per the specified rates on per day basis without considering any free period. i.e. if vehicle sent out on the same day, one-day detention will be paid and so on.

14 POWER BLOCK / HEIGHT GAUGE CHARGES: -

- 14.1 The power block / height gauge charges at railway crossings shall be paid initially by the transporter.
- 14.2 The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid.
- 14.3 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be



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removed, an additional grace period of at least four (4) working days shall be considered at each gate subject to submission of the proof. Additional grace period may be considered if substantiated by documentary evidence and approved by AGM(Logistics) or HOS(not below rank of DGM) Logistics.

- 14.4 ₹10,000/- will be paid towards hiring of Crane for removal of height gauge at both ends of level crossing & thereafter refitting after crossing the level crossing, on submission of the proof from concerned Railway authority.

15 MULTI POINT COLLECTION & DELIVERY FOR ALL REGIONS OF DESPATCHES

- 15.1 This multi-point collection charges are applicable for all Consignment Categories.
- 15.2 For the first point of loading, collection charges are not applicable. In second point onwards, charges for multi-point collection / delivery will be applicable, on per MT per KM basis of the respective Consignment Category.
- 15.3 Example: If a vehicle is collecting 3MT from the first collection point and goes to the second collection point which is 10KM away from the 1st collection point, and picks up the load of another 4MT and then goes to the 3rd collection point which is 15 KM away from the 2nd collection point and picks up another 1 MT then it goes to the destination. In this case the multi-point collection charges will be as follows: -
- 15.3.1 1st point : No collection Charges
- 15.3.2 2nd point : Rate X 10KM X 3MT
- 15.3.3 3rd point : Rate X 15KM X (3MT + 4MT)
- 15.4 The distance for freight charges will be reckoned from the last point of collection to the first point of delivery.
- 15.5 The above logic will be applicable for multi-point door delivery also.
- 15.6 If the Carrier has to collect materials like supporting beams from Logistics Department and then to go to the Sub-contractor works at outstation, then the distance from BHEL to that works and from that works to destination-respective site, will be taken for freight payment on this account with separate LR for both the trips.
- 15.7 For multi-point collection / delivery, it is further clarified that if more than one consignment is door collected from one point on the same day, the total door collection from that point on that day shall be considered as one consignment only and same logic shall be applied to door delivery also while processing the bills for door collection/door delivery.
- 15.8 Multi Point Collection & Delivery charges shall be paid on certification of an Executive not below the rank of DGM of user agencies in BHEL (Logistics / MM / Purchase / Commercial etc.)

16 BILLS & PAYMENT

- 16.1 Only the actual dimensions of the consignment lifted (as indicated in PGMA, GMS, DC & Invoice by Subcontractor etc.) shall be essentially indicated in the LR / GC / GC Certification Sheet & Freight Bills of the Carrier. Any bill without these actual dimensions will not be passed for payment and returned to Carrier.
- 16.2 In regard to the weight of the consignment booked, in whichever unit, weigh bridge is available **within Logistics/Shipping department**, the actual weight weighed by BHEL will be the authorized weight for freight billing. If weight bridge is not available within Logistics/Shipping,



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GMS weight flown from SAP/other means along with packing material weight added by Logistics/shipping will be considered for freight billing.

- 16.3 Wherever weigh bridge is not available within the Units, or despatches from outside BHEL premises, BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 16.4 Excess Weight
- 16.4.1 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 16.4.2 Payment will be made for the higher slab of the given category for which the vehicle has been called or the loading capacity of vehicle, whichever is lower. Loading capacity of vehicle (As per RC of vehicle) to be verified before loading of vehicle.
The above is however not applicable for small and part load.
- 16.4.3 In case of small and part load, payment shall be made at actuals.
- 16.4.4 For the purpose of deciding category of vehicle, weight of the consignment shall be taken as the higher of the actual weight and volumetric weight of the consignment.
- 16.4.5 **However, variation (in excess) from Document weight / GMS weight to actual weight (i) Lesser than 750 kg for Taurus Category (T4) and (ii) Lesser than 500 kg for Lorry category (T3) will not be considered as excess weight for freight payment.**
- 16.4.6 If excess weight is noted by the Carriers within the loading City, as the case may be, the matter shall be brought to the notice of the Managers concerned of the User Department for necessary certification after weighment made at BHEL premises before certification.
- 16.5 If the excess weight is found en-route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
- 16.6 If the excess weight is noted at the destination point, the weigh-bridge slip certified by the consignee must be obtained duly certified or endorsed by BHEL officials not less than the rank of Sr. Manager.
- 16.7 Based on the above documentary evidence, the claim for excess freight will be considered by BHEL and will be paid on per MT per KM basis of the respective rate schedule.
- 16.8 In case of doubt regarding the weight , freight to be claimed, documentation such as road permits, or any applicable document while crossing the State border or any clarification in Tax Invoice or Sale on Transit,, etc., it must be clarified or brought to the notice of the officials concerned before the vehicle moves out of Gate after verification by Security or brought back once again with due permission from the agency concerned to the loading official or at the loading point as applicable without any implications or claim, etc.
- 16.9 Distance for freight payment
- 16.9.1 The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).
- 16.9.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.



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16.9.3 Wherever the particular station is not exhibited in the system of BHEL, the distance shall be calculated as per the order of priority as specified below:

- Route map of India prepared by the Survey of India.
- Maps.google.com (website)
- Maps.yahoo.com (website)

16.10 Time of Submission of freight bills

16.10.1 Freight Bills will be submitted **within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month.**

16.10.2 However, BHEL will not honor such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.

16.10.3 **Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM / Commercial / Logistics / MM concerned.**

16.11 Mode of Payment

16.11.1 All payments to be made to the Transporter, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, as given below, after receipt of the bill along with consignee's acknowledgement.

SL	Type of transporter	Number of days
1	Micro & Small Enterprises (MSEs)	45 days
2	Medium Enterprises	60 days
3	Non MSME	90 days

17 TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

17.1 The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.

17.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

17.3 The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.

17.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

17.5 The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.

17.6 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of



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consignments and its delivery to destination.

- 17.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 17.8 Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 17.9 All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 17.10 Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

18 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 18.1 The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

19 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- 19.1 To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -
- 19.2 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 19.3 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle, whenever explicitly mentioned by BHEL.
- 19.4 To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments. This is applicable for Categories **T3 & T4**.
- 19.5 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.
- 19.6 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 19.7 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

20 SAFETY OF CONSIGNMENT:

- 20.1 The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.



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- 20.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- 20.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 20.4 Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 20.5 Transporter shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 20.6 Where all measures have exhausted and still the consignment is not received / accepted by the consignee, material shall be rebooked to the Consignor, after getting due written permission from the consigner, but no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

21 STATUTORY OBLIGATIONS OF TRANSPORTER:

- 21.1 The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 21.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 21.3 The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever require to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 21.4 The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 21.5 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

22 ROUTE, SURVEY, PERMIT ETC.

- 22.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.



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- 22.2 Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be fixed by BHEL user agency or WCM (CONTRACTS DEPARTMENT) and authorized personnel.
- 22.3 It is the responsibility of the Carrier to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
- 22.4 In respect of ODC consignment, the Transport Carrier shall obtain prior permission from the statutory authorities concerned for transporting the consignment en route. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of Transport Carrier. The Carrier shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES etc. for speedy transportation.
- 22.5 The Transporter shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arises in the course of transportation by the Carrier's vehicle / consignment, the Carrier alone shall be liable for its indemnification.
- 22.6 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost.
- 22.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

23 LASHING OF THE CONSIGNMENTS

- 23.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 23.2 The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required
- 23.3 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
- 23.4 Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged. **Requirement of such materials will be communicated in demand itself by the demand creator and same will be verified by the Security officials (in line with the materials asked during demand creation) and after verification only, the vehicle will be allowed to come inside.**
- 23.5 Wherever applicable and demanded by BHEL, only nylon belts/rubber sleeved chains should be allowed for lashing and wherever applicable and demanded by BHEL, Goose pipes should be sleeved with rubber, to avoid metal to metal contact.
- 23.6 Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/



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tack welding of components to the base should be done.

- 23.7 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- 23.8 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- 23.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 23.10 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 23.11 The loading of multiple components one over the other shall not be done.
- 23.12 Soft rubber pads shall be used to lash on the product metal surface
- 23.13 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 23.14 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 23.15 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 23.16 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 23.17 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 23.18 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 23.19 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 23.20 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the tubes.

24 PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- 24.1 Transporters shall bring along with trailer 2.6 to 3 mtr. length – 3 to 4 inch. Cross section square wooden supports– minimum 3 pcs for Double axle and 4 for triple axle and one such support for every 10 feet for length ODC trailer.
- 24.2 For loading inside BHEL premises, wherever indicated by BHEL in the demand, 'Vehicle Entry Security Pass' will have a checklist that will include the goose pipes (minimum 2000 mm and qty 8 nos.), wooden scantlings (70 x 70 x 2430 in mm and qty 8 nos.). If transport carrier not brought the supporting structural, the same will be provided by BHEL and the cost of such structural will be recovered from the Transporter's freight bill. If BHEL provides supporting structural, the details of the same will be indicated by the demand created in VIS (if applicable), which will reflect in the demand itself.



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24.3 Applicable rates for deduction are as follows:

S. No.	Name of supply	Unit of measurement	Cost per unit (₹)
1	Goose Pipe	Number	940
2	Wooden Support	Number	380

24.4 The side supports to prevent falling of consignment such as Pipes, Rod, Flat, etc. is also the scope of Transporter. However, special supports if any over and above, shall be provided by BHEL for ODC.

25 INSURANCE COVERAGE AND CLAIM

25.1 Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.

25.2 The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.

25.3 Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/shortage / loss in respect of the consignments transported by him.

25.4 The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

25.5 Damage / Loss

25.5.1 If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs.

OR

During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.

25.5.2 On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.

25.5.3 The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.

25.5.4 However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.

25.6 Open Delivery

25.6.1 In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should



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be issued along with the consignment, duly signed by both parties.

25.7 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility

25.7.1 Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

25.8 Accidents

25.8.1 All accidents at any point shall be reported to agency concerned and WCM (CONTRACTS DEPARTMENT) in writing through mail within 24 Hrs followed by hard copy within two days. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

25.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM (CONTRACTS DEPARTMENT) as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and WCM (CONTRACTS DEPARTMENT) for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters

25.8.3 **No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.**

25.8.4 The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

25.9 Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.

25.9.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

25.10 In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL.

26 GOODS CONSIGNMENT NOTE



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- 26.1 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 26.2 The Company takes a very serious view of issue of G.Cs. issued to the Suppliers without taking physical possession of materials and if any contravention is noticed, BHEL will have the right to terminate the Contract or take appropriate action.
- 26.3 Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
- 26.4 The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note.
- 26.5 More than one delivery/collection at the time destination/point of collection should be accepted, while G.C. is to be prepared separately for each consignment giving cross reference of the G.C. the bill should be submitted for one load only enclosing all the G.C. involved.
- 26.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / WCM (CONTRACTS DEPARTMENT) and User Department within time span as per terms of Contract (4 days to 20 days,) failing which BHEL will have the right to stop further loads.
- 26.7 The Carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the Transport Carrier and view the above as the violation of the Contract.

27 TAX INVOICE

- 27.1 Duplicate Transporter Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Carrier. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill.
- 27.2 In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 27.3 In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order reference, the Transport Carrier should demand the relevant duty forms as applicable.

28 DESPATCH & ENROUTE DOCUMENTS

- 28.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents. Any detention on this account will be the Carriers responsibility



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- 28.2 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from Stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.
- 28.3 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
- 28.4 If a consignment is detained enroute by the check-post authorities due to insufficient documentation or **for any other reason attributable to the transporter** and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
- 28.5 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers

29 ESCORT FOR CONSIGNMENTS

- 29.1 Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.

30 INDEMNITY:

- 30.1 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.
- 30.2 The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.
- 30.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- 30.3.1 Observance of Labour & Industrial Laws.
- 30.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 30.3.3 Documentary compliance relating to freight billing.
- 30.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.
- 30.3.5 Offline RTO Slips for ODC penalty reimbursements.

31 PERFORMANCE EVALUATION

- 31.1 Performance Evaluation of each Carrier will be made by the respective Logistics Dept. / User Dept. based on (i) Placement of vehicles against our demands, (ii) Delivery in time, (iii) Transshipment enroute, (iv) Updating daily vehicle movement status in VIS, (v) Response, (vi) adherence to quality aspects etc.,



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- 31.2 Suitable penal action viz, Business Hold & De-Listing etc., will be initiated on the underperforming / non-performing carriers, as per BHEL's procedure & guidelines for Suspension of business Dealings with Suppliers / Contractors.

32 OTHER TERMS & CONDITIONS

- 32.1 Minimum chargeable weight is 500kg (0.5 MT) per demand for Part Load Lorry Category (T2A).
- 32.2 Volume consignments shall be charged on the basis of 1 cubic meter = 375 kg for volumetric load for T2A. for T2B. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.
- 32.3 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected. Rates will be firm throughout the contract.



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Section-III: SAFETY CONSIGNMENTS

1 GENERAL

- 1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
- 1.1.1 The lights on right side (i.e.) over driver's cabin should be in working condition.
- 1.1.2 Both the head lights as well as park lamps must be in working condition.

2 HANDLING OF VEHICLES INSIDE BHEL UNITS

- 2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.
- 2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 2.4 The driving should be kept in the left at all places.
- 2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 2.8 There must be a safe distance behind another moving truck.
- 2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.



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Section-IV: OTHER TERMS AND CONDITIONS

1. COUNTER OFFER

- i. BHEL will counter offer the L1 Rate / Negotiated final L1 rate / lowest acceptable price to the L2, L3, ... Ln except Highest Bidder (H1) carriers till the required/ intended carriers accepts the counter offer for award of Contract.
- ii. After eliminating highest bidder(s), counter-offer shall be extended to other eligible carriers in respective rate schedules where load is being distributed between L1 and other eligible carriers. If there is tie among eligible carriers for ranking position other than L1, then tie-breaking shall be done, and ranking for each carrier shall be revised subsequently. Counter offering shall be done based on the revised ranking. However, loading shall be done based on acceptance to Counter Offer, revised tender ranking post tie breaking and subject to maximum number of carriers intended to be engaged for operation as mentioned in the price bid.
- iii. If the counter offer given by BHEL to other than L1 Vendors is not accepted by them, then BHEL will place Contracts totally on the respective L1 Vendor – rate schedule wise, and those Carriers have to place required number vehicles for that rate schedule as per dispatch requirement of BHEL.
- iv. If the counter offer given by BHEL to other than L1 Vendors is accepted by only few or lesser than the required number of Carriers, then BHEL will place Contracts to those Carriers, and they have to place required number vehicle for the rate schedule in respect of which they accepted counter offers as per dispatch requirement of BHEL.
- v. Loading shall be done as per following criteria based on acceptance of counter offer:

Eligible carriers	L1	L2	L3
% Loading in case of 2 eligible carriers	60%	40%	NA
% Loading in case of 3 eligible carriers	50%	33.33%	16.67%



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2. INTEGRITY PACT

- i. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. no.	IEM	Email ID
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- ii. The IP as enclosed with the tender (Annexure – I) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- iii. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's official whose contact details are provided below:

Details of contact person(s):

Name	Amanpreet Singh	Rajesh Kumar
Department	MM & WCM	MM & WCM
Address	433, Industrial Complex, IVP Goindwal, Dist. Tarn Taran Punjab 143422	433, Industrial Complex, IVP Goindwal, Dist. Tarn Taran Punjab 143422
Phone: (Landline / Mobile)	01859-224617 / 9988417620	01859-224618 / 9888772318
Email	amanpreet@bhel.in	kumarrajesh@bhel.in



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3. SECURITY DEPOSIT

- i. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- ii. The total amount of Security Deposit will be 5% of the contract value.
- iii. EMD of the successful tenderer will be converted and adjusted towards the required amount of Security Deposit.
- iv. Submission of Security Deposit by the Contractor:
 - a) At least 50% of the required Security Deposit, including the EMD, will be collected before start of the work. Balance of the Security Deposit will 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.
 - b) If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
 - c) The recoveries made from running bills (cash deduction towards balance SD amount) will 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.
 - d) The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:
 - i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
 - 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
 - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)
 - e) The Security Deposit shall not carry any interest.
 - f) The Security Deposit will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier



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Section-V: PRICE BID

1. Rates are on “Rate in ₹ per MT per KM” Basis
2. Full Load / Volume load Payment will be as follows.

Vehicle Category	Weight range of consignments loaded for which full Load or volume load		Freight will be paid for the following weight or RC Book passing wt. capacity whichever is less
	certification is not required	certification is required	
T2A	NA	NA	NA
T3	>8.5 to 9.00 MT	Less than 8.5 MT	9 MT
T4 (16 MT)	>15.00 to 16 MT	Less than 15 MT	16 MT
T4 (21 MT)	>20.00 to 21 MT	Less than 20 MT	21 MT

3. Detention Charges, Penalty Charges, Storage Charges, etc., will apply as per Terms & Conditions of Operation of the Contract.
4. For Up to 200km Distance Slab, the minimum chargeable distance would be 100 km. In other words, even if the distance is less than 100 km, freight will be paid for 100 km. For other Distance Slabs, the actual distance will be considered for freight payment.
5. ODC penalty imposed by state RTO/RTA will be reimbursed only for **T3 and T4 vehicle category** on production of original receipt.
6. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.
7. **Tonnage mentioned is only indicative. It may vary on either side. However, on upper side, qty variation up to +30% will be allowed and it has to be accepted by the contractor.**

S.No.	Item Description	Item Code	Vehicle Category	Vehicle Type	Approximate Consignment Wt Range	Quantity, MT	Distance Slab (KM)	No of Transporters Required
1	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	LOGLR	T3	LCV / Lorry / Trucks	Up to 9 MT	126	Above 500 Km	3
2	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	TAGLR	T4	Taurus / Multi axle trucks	Up to 21 MT	252	Above 500 Km	3
3	From Goindwal to MEL Raigarh 2X800 MW	LOGRH	T3	LCV / Lorry / Trucks	Up to 9 MT	126	Above 500 Km	3
4	From Goindwal to MEL Raigarh 2X800 MW	TAGRH	T4	Taurus / Multi axle trucks	Up to 21 MT	252	Above 500 Km	3
5	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	LOGRR	T3	LCV / Lorry / Trucks	Up to 9 MT	126	Above 500 Km	3
6	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	TAGRR	T4	Taurus / Multi axle trucks	Up to 21 MT	252	Above 500 Km	3
7	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	LOGTB	T3	LCV / Lorry / Trucks	Up to 9 MT	180	Above 500 Km	3
8	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	TAGTB	T4	Taurus / Multi axle trucks	Up to 21 MT	360	Above 500 Km	3
9	From Goindwal to Adani Mirzapur 2X800 MW	CPGMR	T2A	Small & Part Load	Up to 5.5 MT	42	Above 500 Km	2
10	From Goindwal to Adani Mirzapur 2X800 MW	LOGMR	T3	LCV / Lorry / Trucks	Up to 9 MT	126	Above 500 Km	3
11	From Goindwal to Adani Mirzapur 2X800 MW	TAGMR	T4	Taurus / Multi axle trucks	Up to 21 MT	252	Above 500 Km	3
12	From Goindwal to NTPC Singarauli 2x800 MW	CPGSL	T2A	Small & Part Load	Up to 5.5 MT	42	Above 500 Km	2
13	From Goindwal to NTPC Singarauli 2x800 MW	LOGSL	T3	LCV / Lorry / Trucks	Up to 9 MT	126	Above 500 Km	3
14	From Goindwal to NTPC Singarauli 2x800 MW	TAGSL	T4	Taurus / Multi axle trucks	Up to 21 MT	252	Above 500 Km	3
15	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	CPGYN	T2A	Small & Part Load	Up to 5.5 MT	22	Above 500 Km	2
16	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	LOGYN	T3	LCV / Lorry / Trucks	Up to 9 MT	66	Above 500 Km	3
17	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	TAGYN	T4	Taurus / Multi axle trucks	Up to 21 MT	132	Above 500 Km	3
18	From Goindwal to BHEL Trichy	LOGTR	T3	LCV / Lorry / Trucks	Up to 9 MT	120	Above 500 Km	3
19	From Goindwal to BHEL Trichy	TAGTR	T4	Taurus / Multi axle trucks	Up to 21 MT	240	Above 500 Km	3
20	From Goindwal to Zone-3 (CPG32)	CPG32	T2A		Up to 5.5 MT	400	Above 500 Km	2
21	Anywhere to Anywhere (From 200 to 500 KM)	CPAA1	T2A	Small & Part Load	Up to 5.5 MT	48	Above 200 km & Up to 500 km	2
22	Anywhere to Anywhere (From 200 to 500 KM)	LOAA1	T3	LCV / Lorry / Trucks	Up to 9 MT	288	Above 200 km & Up to 500 km	3
23	Anywhere to Anywhere (From 200 to 500 KM)	TAAA1	T4	Taurus / Multi axle trucks	Up to 21 MT	144	Above 200 km & Up to 500 km	3
24	Anywhere to Anywhere (Above 500 KM)	CPAA2	T2A	Small & Part Load	Up to 5.5 MT	170	Above 500 Km	2
25	Anywhere to Anywhere (Above 500 KM)	LOAA2	T3	LCV / Lorry / Trucks	Up to 9 MT	1020	Above 500 Km	3
26	Anywhere to Anywhere (Above 500 KM)	TAAA2	T4	Taurus / Multi axle trucks	Up to 21 MT	510	Above 500 Km	3
	TOTAL					5,674		

Zone-3 include states : Orissa, Bihar, Jharkhand, West Bengal, Chhatisgarh



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GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) **DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -
 - a) **"Contract"** means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another. **"Work"** means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
 - b) **"Contractor"** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - c) **"Officer-In charge"** means, the Officer deputed by BHEL, IVP Goindwal, to supervise the work or part of the work.
 - d) **"Approved" and "Directed"** means, the approval or direction of BHEL, IVP Goindwal official, or person deputed by him for the particular purposes.
 - e) **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL)** shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
 - f) **"Contract sum"** means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
 - g) **"Week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week. **"Day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
 - h) **"Working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labor as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2) BHEL reserves the right to negotiate with L1 bidder/s.
- 3) Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- 4) No BHEL employee and their dependents are eligible to submit their offer against this Tender.
- 5) **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 6) **DEVIATIONS:** - The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, IVP Goindwal official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 7) **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 8) **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.
- 9) **EARNEST MONEY DEPOSIT (EMD):**



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- a) Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, IVP Goindwal in any of the forms mentioned below.
 - b) **Modes of Deposit** - The EMD shall be accepted only in the following forms:
 - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - iii) Banker's Cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
 - iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public financial institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)
 - c) 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.
 - d) **Forfeiture of EMD:**
 - i) EMD by the tenderer will be forfeited as per tender documents if
 - ii) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
 - iii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
 - iv) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
 - e) **General Terms related to EMD:**
 - i) Earnest Money Deposit (EMD) will not carry any interest.
 - ii) Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.
 - iii) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.
- 10) SECURITY DEPOSIT (SD):**
- a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.
 - b) At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will 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.
 - c) EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:
 - d) **Modes of Deposit:**
 - i) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - ii) Cash (as permissible under the extant Income Tax Act)
 - iii) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
 - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)



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- vi) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)
- e) **General Terms related to SD:**
 - i) The security Deposit will not carry any interest.
 - ii) Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
 - iii) NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, 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.
 - iv) All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

11) TENDER EVALUATION CRITERIA

- a) Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- b) The basic rates i.e. rate for freight including all taxes, duties, charges, costs, incidentals etc., excluding GST will be the basis for deciding the rank of the Bidder in the Rate schedules.
- c) In case identical rates are quoted by more than one Bidder for a particular rate schedule, then the selection of L1 Bidder, for that rate schedule, will be by calling for discounts from the respective bidders. Even after discounts, if there are more than one L1 bidder for the given rate schedule, the L1 shall be decided by toss / draw of lots in front of the representatives of the respective bidders.

12) COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

- a) The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- b) The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with all statutory provisions and rules as per applicable laws specifically labor laws such as PF, ESI, Minimum wages Act.
- c) Bids are liable to be rejected if bid prices comes out be lower than minimum prices calculated for the workforce deployment as per above laws.

13) PAYMENT TERMS: - Payments shall be made to the supplier/contractor/service provider within the mentioned days (as per below table) from the date of receipt and acceptance of material.



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Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

- a) 100% payment will be made after satisfactory completion of work and receipt of GST Invoice complete in all respect along with supporting documents as per following details:
 - i) GST Compliant Invoices Verified by BHEL Engineer
 - ii) Test-Certificates, Warranty Certificates as required by contract.
 - iii) Any other relevant document which is required from time to time as per BHEL requirement.
- b) All payments shall be made through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). Necessary details shall be furnished by bidder in BHEL format.
- c) Conditions relating to release of GST portion:

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

 - i) vendor declaring such invoice in his GSTR-1 and
 - ii) receipt of goods and Tax invoice by BHEL and
 - iii) Confirmation of payment of GST thereon by vendor on GSTN portal.
 - iv) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
 - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

14) INCOME TAX: -

- a) Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labor for any work as follows:
- b) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- c) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

15) SAFETY CONDITIONS & GUIDELINES

- a) **The Factories Act, 1948:**
 - i) **Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.



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- b) All safety procedures and guidelines as established by applicable laws and framed by BHEL shall mandatorily be followed by all personnel of contractor at BHEL IVP Goindwal.
- c) All PPE/safety equipment etc. shall be provided by contractor to its personnel

16) NOTICES OF ACCIDENTS

- a) In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer-in-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.
- b) The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

17) INDEMNITY:

- a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.
- b) The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.
- c) The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:
 - i) Observance of Labor & Industrial Laws.
 - ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
 - iii) Documentary compliance relating to billing.

18) BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

19) LIQUIDATED DAMAGES (LD) / PENALTY:

- a) If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

20) RIGHTS



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- a) BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
 - b) In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
 - c) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, IVP Goindwal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
 - d) The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
 - e) The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- 21) PRECAUTIONS AGAINST RISK:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 22) DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:** The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 23) LAWS GOVERNING THE CONTRACT:** The Contract shall be governed by the Indian Laws for time being in force.
- 24) PUBLIC PROCUREMENT POLICY:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
- 25) CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**
- a) BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.
 - b) If the Contractor shall: -
 - c) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, OR



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- d) Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. OR
- e) Obtain a Contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

26) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

- a) BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:
- b) If the Contractor, being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:
- c) Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors OR
- d) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, OR
- e) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- f) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, IVP Goindwal which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal, or the same shall be recovered from the Contractor by other means.
- g) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

27) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, IVP Goindwal, or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, IVP Goindwal official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor



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provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

- 28) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:** Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.
- 29) SPECIAL POWER TO TERMINATION:** If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the BHEL, IVP Goindwal, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 30) RECOVERY FROM CONTRACTOR:** Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 31) POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
- 32) PREFERENCES FOR MSE's & Start –ups :**
- a) Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018”, or as per latest guidelines issued by government shall be given to Micro and Small enterprises.
 - b) Main points which are mentioned in the above order as applicable to this tender are as follows:
 - i) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
 - c) *MSE suppliers can avail the intended benefits only if they submit Udyam Registration Certificate along with the offer. No other document shall be considered for availing MSE benefits. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not cleared before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.*
 - d) In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women.
 - e) Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, Start-Up certificates in the relevant field, issued by department of industrial policy and promotion shall be submitted along with the tender.
- 33) SUB-CONTRACT:** The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.



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34) FORCE MAJEURE: If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

35) RESOLUTION OF DISPUTES: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
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.

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 X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

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 other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

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

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India

The cost of arbitration shall be borne as per the award of the Arbitrator.



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Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

- 36) JURISDICTION:** The court of the place from where the work order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.
- 37) CLARIFICATIONS:** The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 38) BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 39) DISCLAIMER CLAUSE (Only for E procurement):** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (Mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 40) FRAUD PREVENTION POLICY:** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

41) REVERSE AUCTION

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered



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for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

42) SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

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

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

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions

43) RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)



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For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

44) CONFLICT OF INTEREST AMONG BIDDERS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid. **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.

or

- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

45) Special terms and conditions shall supersede the GCC, if conflicting.



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Annexure-X

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.



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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



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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.



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23. The Conciliator(s) shall be entitled to following fees and facilities:

Sr. 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	<p>In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation 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.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.



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5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
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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.



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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.



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Appendix-I

**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



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Appendix-II

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI
UM 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



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Appendix-III

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC
BY BOTH THE PARTIES**

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

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

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

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

(Annexure – I)**INTEGRITY PACT****Between**

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

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

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

Tender enquiry no. 2425-WC-13 dated 13.03.2025 for the Transportation Rate Contract

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

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

Section 1- Commitments of the Principal

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

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

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

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

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory

penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

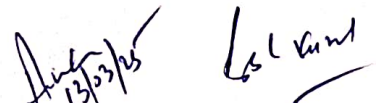
Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

13/03/15 *ASL*

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, If a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall

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keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal

Amanpreet Singh
Manager/WCM
BHEL IVP Goindwal Sahib

(Office Seal)

Place: Goindwal Sahib

Date: 13.03.2025

Witness:

(Name & Address)

Rajesh Kumar
Sr. Manager / MM
Bharat Heavy Electricals Ltd
433, Industrial Complex
Industrial Valves Plant
Goindwal Sahib, Tarn Taran
Punjab - 143422

For & On behalf of the Bidder/ Contractor

(Name & Address)

(Office Seal)

Witness:

(Name & Address)

PART-I (TECHNO-COMMERCIAL BID)				
(To be filled by bidder & submit with offer as pdf file only)				
Tender Enquiry No. & Date		2425-WC-13 dated 13.03.2025		
Tender Description		Transportation Rate Contract for Outgoing dispatches through Mechanical Vehicles such as LCV/Lorry/Taurus		
Bidder must note following points: 1. This workbook is protected, except for cells where comments/confirmation is to be given by bidder. 2. Bidder is advised not to unprotect/tamper the sheet/ alter the terms mentioned in the sheet. 3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection. 4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation . Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and/or submitting incomplete replies may lead to rejection of bidder's quotation. 5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure/sheet attached to this questionnaire, indicating cross-reference of respective clauses.				
BIDDER'S DETAILS				
Sr. No.	Elements		Remarks	
1	Bidder's Name/Name of the Firm			
2	Quotation reference no. & date			
3	Contact Person Name			
4	Email ID (s)-(Can be provided more than one)			
5	Mobile No. (s)			
6	Tel. No. (s)			
8	Registered Address			
9	Address for Correspondence			
10	Bidder Type (Indian / Foreign):			
11	Company's Establishment Year			
12	Company's Nature of Business			
13	Type of Ownership		Select from drop down list	
14	Whether company is registered under MSMED Actr 2006 as Micro / Samll / Medium Enterprise category.		Select from drop down list If yes, mention UDYAM registration number Here	
16	Name of Owner / Partner's of Firm			
TECHNICAL CONDITION DETAIL				
Sr. No.	Elements		Response	Remarks
1	Transportation Rate Contract for Outgoing dispatches through Mechanical Vehicles such as LCV/Lorry/Taurus		Select from the drop down list	
COMMERCIAL CONDITIONS & DETAILS				
Sr. No.	Elements		Response	Remarks (if any)
1	GST applicable (Yes/No)		Select from drop down list	If Yes, Kindly mention the applicable GST %.
2	IGST supply (%)		Mention applicable GST %	
3	SGST supply (%)		Mention applicable GST %	
4	CGST supply (%)		Mention applicable GST %	
5	Payment terms as per Tender terms and Conditions: MSE- 45 days, Medium- 60 Days, Non-MSME- 90 Days		Select from the drop down list	
6	Udyam Registration Certificate		Select from the drop down list	
7	Submission of EMD (Rs. 2,00,000.00) as per Tender Terms		Select from the drop down list	Non-submission of EMD will lead to disqualification
8	Offer Validity: 90 Days from the date of Part I tender opening		Select from the drop down list	
9	Details of Organisation/Firm Registration (As per Tender Terms)		Select from the drop down list	
10	Average Annual Financial Turnover during last three years ending 31st March of the previous financial years (2021-22, 2022-23, 2023-24), should be at least Rs. 50 Lakhs. In case of Less than three years of financial TO, average of the available years would be calculated over 3 years period only. (As per Tender Terms)		Select from the drop down list	
11	Registration under Carriage By Road Act 2007 (As per Tender Terms)		Select from the drop down list	
12	Breach of contract, Remedies and Termination (refer tender terms & conditions)		Select from the drop down list	
13	Integrity Pact as attached in the Tender Terms (Annexure -I)		Select from the drop down list	
14	Make in India (MII)	Local Content Declaration	Select from drop down list	
		Details of location at which local value addition will be made is as follows:	Select from drop down list	
15	IBA Approval (Exempted for Start-Up Firms) - As per Tender Terms		Select from the drop down list	
16	PAN CARD		Mention PAN Card No. and confirm about attachment of PAN Card Copy	
17	GST Registration Certificate		Mention GST No. and confirm about attachment of GST Certificate Copy	
18	Certificate regarding Restrictions Under Rule 144(XI) of The GFR, 2017 (Refer tender terms and conditions)	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Select from the drop down list	

19	Start Up		Select from the drop down list	In case of Yes, Attach Start Up Certificate
20	Security Deposit (SD) : The total amount of Security Deposit will be 5% of the contract value (As per Tender Terms)		Select from the drop down list	
21	Rates quoted are exclusive of taxes.		Select from the drop down list	
22	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements		Select from the drop down list	

Item Sl. no.	Item Description	Item Code	Quantity, MT	Quoted / not quoted
1	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	LOGLR	126	Select from the drop down list
2	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	TAGLR	252	Select from the drop down list
3	From Goindwal to MEL Raigarh 2X800 MW	LOGRH	126	Select from the drop down list
4	From Goindwal to MEL Raigarh 2X800 MW	TAGRH	252	Select from the drop down list
5	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	LOGRR	126	Select from the drop down list
6	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	TAGRR	252	Select from the drop down list
7	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	LOGTB	180	Select from the drop down list
8	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	TAGTB	360	Select from the drop down list
9	From Goindwal to Adani Mirzapur 2X800 MW	CPGMR	42	Select from the drop down list
10	From Goindwal to Adani Mirzapur 2X800 MW	LOGMR	126	Select from the drop down list
11	From Goindwal to Adani Mirzapur 2X800 MW	TAGMR	252	Select from the drop down list
12	From Goindwal to NTPC Singarauli 2x800 MW	CPGSL	42	Select from the drop down list
13	From Goindwal to NTPC Singarauli 2x800 MW	LOGSL	126	Select from the drop down list
14	From Goindwal to NTPC Singarauli 2x800 MW	TAGSL	252	Select from the drop down list
15	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	CPGYN	22	Select from the drop down list
16	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	LOGYN	66	Select from the drop down list
17	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	TAGYN	132	Select from the drop down list
18	From Goindwal to BHEL Trichy	LOGTR	120	Select from the drop down list
19	From Goindwal to BHEL Trichy	TAGTR	240	Select from the drop down list
20	From Goindwal to Zone-3 (CPG32)	CPG32	400	Select from the drop down list
21	Anywhere to Anywhere (From 200 to 500 KM)	CPAA1	48	Select from the drop down list
22	Anywhere to Anywhere (From 200 to 500 KM)	LOAA1	288	Select from the drop down list
23	Anywhere to Anywhere (From 200 to 500 KM)	TAAA1	144	Select from the drop down list
24	Anywhere to Anywhere (Above 500 KM)	CPAA2	170	Select from the drop down list
25	Anywhere to Anywhere (Above 500 KM)	LOAA2	1020	Select from the drop down list
26	Anywhere to Anywhere (Above 500 KM)	TAAA2	510	Select from the drop down list

We further, confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued (if any). Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum (if any) and minutes of the pre-bid meeting (if any). In the event our offer is found acceptable and Order is placed /Contract is awarded to us, the complete tender document shall be considered for constitution of Order / Contract Agreement.

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work:Transportation Rate Contract for Outgoing dispatches through Mechanical Vehicles such as LCV/Lorry/Taurus

Contract No: 2425-WC-13 dated 13.03.2025

Name of the
Bidder/ Bidding
Firm / Company
:**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Distance Slab (KM)	BASIC RATE In Figures To be entered by the Bidder in Rs. Per MT per KM
1	2	3	4	5	8	7
1	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	LOGLR	126	MT	Above 500 Km	
2	From Goindwal to NTPC Lara 2 X800 MW, Chhapora	TAGLR	252	MT	Above 500 Km	
3	From Goindwal to MEL Raigarh 2X800 MW	LOGRH	126	MT	Above 500 Km	
4	From Goindwal to MEL Raigarh 2X800 MW	TAGRH	252	MT	Above 500 Km	
5	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	LOGRR	126	MT	Above 500 Km	
6	From Goindwal to MEL Raipur 2X800 MW (Raikhera)	TAGRR	252	MT	Above 500 Km	
7	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	LOGTB	180	MT	Above 500 Km	
8	From Goindwal to NLC Talabira 3X800 MW, Sambalpur	TAGTB	360	MT	Above 500 Km	
9	From Goindwal to Adani Mirzapur 2X800 MW	CPGMR	42	MT	Above 500 Km	
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Sl. No.	Item Description	Item Code / Make	Quantity	Units	Distance Slab (KM)	BASIC RATE In Figures To be entered by the Bidder in Rs. Per MT per KM
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15	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	CPGYN	22	MT	Above 500 Km	
16	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	LOGYN	66	MT	Above 500 Km	
17	From Goindwal to HPGCL Yamuna Nagar 1X800 MW	TAGYN	132	MT	Above 500 Km	
18	From Goindwal to BHEL Trichy	LOGTR	120	MT	Above 500 Km	
19	From Goindwal to BHEL Trichy	TAGTR	240	MT	Above 500 Km	
20	From Goindwal to Zone-3 (CPG32)	CPG32	400	MT	Above 500 Km	
21	Anywhere to Anywhere (From 200 to 500 KM)	CPAA1	48	MT	Above 200 km & Up to 500 km	
22	Anywhere to Anywhere (From 200 to 500 KM)	LOAA1	288	MT	Above 200 km & Up to 500 km	
23	Anywhere to Anywhere (From 200 to 500 KM)	TAAA1	144	MT	Above 200 km & Up to 500 km	
24	Anywhere to Anywhere (Above 500 KM)	CPAA2	170	MT	Above 500 Km	
25	Anywhere to Anywhere (Above 500 KM)	LOAA2	1020	MT	Above 500 Km	
26	Anywhere to Anywhere (Above 500 KM)	TAAA2	510	MT	Above 500 Km	