



Tender No. WCM / 22-23 / 4042E, dt. 23.12.2022

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu

Ph No.0431-2578187, 1519, e-mail: umashankarm@bhel.in, website:

www.bhel.com

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (NIT)

e-Tenders are hereby invited for transportation and safe delivery of Ammonia Tanks from BHEL Trichy to Yadadri, Panki and Sagardighi project sites through Hydraulic Axle Modular Vehicles.

The important details are given below: -

Last date of receipt of filled-in Tender / Offer	10.00 a.m. on 03.01.2023 Online bid submission through BHEL's e-Procurement Portal https://eprocurebhel.co.in
Date, Time & Place of opening of Techno-Commercial bid (Part-I)	2.30 p.m. on 03.01.2023 Online bid opening through BHEL's e-Procurement Portal https://eprocurebhel.co.in
Date, Time & Place of opening of Price Bid (Part-II)	Online bid opening through BHEL's e-Procurement Portal https://eprocurebhel.co.in The date / time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.
Bids to be addressed to	Online bid submission through e-Procurement Portal
Tender Fee	

Earnest Money Deposit (EMD)

The bid shall be submitted duly enclosing the EMD as follows: -

- For quoting Yadadri : ₹ 1,17,100/-
- For quoting Panki : ₹ 75,000/-
- For quoting Sagardighi : ₹ 75,000/-

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.

The bidders are advised to go through the terms & conditions and tender documents carefully before submitting their quotations.

The bidders may contact Sr. Engineer / WCM (0431-2578187 / 1519), M/s Bharat Heavy Electricals Limited, Tiruchirappalli – 620014, e-mail: apachori@bhel.in / umashankarm@bhel.in for any clarification required in this regard.

If there is any deviation in the Techno Commercial Bid or Price Bid, shall be indicated in the techno-commercial bid itself. Any unfavorable deviations found in the price bid will be rejected.

This is only request for an Offer and not Contract.

For BHEL, Trichy,
(Anjana Pachori)
Dy. Manager / WCM

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-1

Techno-Commercial Bid

The Techno-Commercial Bid Consist the following: -

Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract
Section IV	Specific Terms & Conditions for Hydraulic Axles
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	Pre-Qualification Requirements (PQR) and Evaluation Criteria
Section IX	Tender Formats

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

Section I – Instructions to Bidders

A. GENERAL

1 SCOPE OF WORK

- 1.1 As detailed in Section II, Tender Data Sheet (hereinafter referred to as ‘TDS’) BHEL issues this Tender Document for Collection, transportation and safe delivery of Ammonia Tanks from BHEL Trichy to Yadadri, Panki and Sagardighi project sites through Hydraulic Axle Modular Vehicles, as specified in Section III Special Terms & Conditions of the Contract. The category of the transportation schedules, identification, and other requirements are provided in the TDS.
- 1.2 Unless otherwise stated, throughout this Tender Document, definitions and interpretations shall be as prescribed in General Terms & Conditions of the Contract.

2 INTENT OF BIDDER

- 2.1 The Bidder has applied and intends to bid for the schedules as mentioned in the TDS.
- 2.2 Payments by BHEL will be made only at the request of the Bidder and upon approval by the BHEL in accordance with the terms and conditions of the agreement between the Bidder and BHEL, and will be subject in all respects to the terms and conditions of the specific Agreement. No party other than the Bidder shall derive any rights from the Agreement or have any claim to the funds

3 PROHIBITED PRACTICES

- 3.1 BHEL requires that bidders (tenderers, suppliers, contractors, subcontractors, concessionaires, consultants, etc.) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BHEL
 - 3.1.1 defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
 - 3.1.1.1 “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 3.1.1.2 “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - 3.1.1.3 “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - 3.1.1.4 “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 3.2 will reject a proposal for award if it determines that the supplier, contractor, concessionaire or consultant recommended for award has engaged in prohibited practices in competing for the contract in question;
 - 3.3 will cancel the portion of the payment allocated to a contract for goods, works, services or concessions if it at any time determines that prohibited practices were engaged in by representatives of the Bidder or of a beneficiary during the procurement or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to BHEL to remedy the situation;
 - 3.4 may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in prohibited practices in competing for, or in executing, the contract;
 - 3.5 reserves the right, where a Bidder or a firm has been found by a judicial process or by the enforcement mechanism of Government of India to have engaged in prohibited practices

Date :

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(Authorized Signatory)*

- 3.5.1 to cancel all or part of the BHEL payments for such Bidder; and
- 3.5.2 to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a BHEL contract; and
- 3.6 will have the right to require that, in contracts financed by BHEL, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit BHEL to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BHEL.
- 3.7 Furthermore, Bidders shall be aware of the provisions stated in General and Special Conditions of Contract, as the case may be.

4 ELIGIBLE TENDERERS

- 4.1 The tenderer will have to meet the pre-qualification criteria specified at Section VIII of this Tender document
- 4.2 A tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Bidders (hereinafter referred to as ITB)
- 4.3 A bidder, and all parties constituting the bidder, shall have the national permit for their vehicles wherever applicable, to operate in all states in India. The bidder shall operate in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the national permit of proposed subcontractors or suppliers for any part of the Contract including Related Services
- 4.4 A bidder shall not have a conflict of interest. All tenderers 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 if
 - 4.4.1 they have controlling partners in common; or
 - 4.4.2 they receive or have received any direct or indirect subsidy from any of them; or
 - 4.4.3 they have the same legal representative for purposes of this Tender; or
 - 4.4.4 they have a 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 tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
 - 4.4.5 a tenderer, its affiliates or parent organization has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organization shall not be eligible to participate in the tender, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender
- 4.5 A tenderer shall be disqualified if the tenderer, an affiliate of the tenderer, or a party constituting the tenderer or an affiliate of a party constituting the tenderer, is under a declaration of ineligibility by BHEL in accordance with its guidelines, on or before the date of Price Bid Opening
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to BHEL, as and when BHEL shall reasonably request
- 4.7 Firms shall be excluded if:
 - 4.7.1 The Bidder is under suspension /Ban/Interim suspension with BHEL
 - 4.7.2 as a matter of law or official regulation, another CPSU prohibits commercial relations with the Bidder, provided that BHEL is satisfied that such exclusion does not preclude effective competition; or
 - 4.7.3 There is a decision of the Government of India placing restrictions on dealing with the bidder

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

5 ELIGIBILITY OF VEHICLES OFFERED FOR THE TENDER

- 5.1 All Vehicles to be placed against the Contract shall have valid Fitness Certificate (FC), National / State Permit wherever applicable & Insurance. Without this the vehicles will not be permitted for Transporting the consignments.
- 5.2 For purposes of this paragraph, the term Vehicles includes vehicle, associated equipment, and industrial plants; and related services such as insurance.

B. CONTENTS OF TENDER DOCUMENT**6 SECTIONS OF TENDER DOCUMENT**

- 6.1 The Tender Document consist of Parts 1 and 2, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB.

PART-1 Techno Commercial Bid	
Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract
Section IV	Specific Terms & Conditions for Hydraulic Axles
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	Pre-Qualification Requirements (PQR) and Evaluation Criteria
Section IX	Tender Formats
PART-2 Price Bid	
Section I	Work / Rare Schedules

- 6.2 The Tenderer shall download the Tender Documents from BHEL's e-Procurement Portal <https://eprocurebhel.co.in>
- 6.3 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document, and submit the signed documents through BHEL's e-Procurement Portal <https://eprocurebhel.co.in> wherever applicable. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender

7 CLARIFICATIONS ON TENDER DOCUMENT, SITE VISIT, PRE BID MEETING

- 7.1 A prospective bidder requiring any clarification of the Tender Document shall contact BHEL, through email address indicated in the NIT or raise his enquiries during the pre-Tender meeting if provided for in accordance with ITB. BHEL will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within the number of days specified in the NIT. BHEL's response shall be in writing to such bidders who have acquired the Tender Document in accordance with ITB. Should BHEL deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so accordingly.
- 7.2 Wherever applicable, the bidders are advised to visit and examine the details and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting shall be at the bidder's own expense
- 7.3 Pursuant to ITB, where the bidder and any of its personnel or agents have been granted permission by BHEL to enter upon its premises and lands for the purpose of such visit, the bidder, its personnel, and agents will release and indemnify BHEL and its personnel and agents from and against all claims / liabilities in respect of death or personal injury, loss of or damage to property, and/or any other loss, damage, costs, and expenses incurred, if any, as a result of the visit

Date :

Place:

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(Authorized Signatory)

- 7.4 The bidder's designated representative is invited to attend a pre-Tender meeting, if provided for in the NIT. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The bidder is requested, as far as possible, to submit any questions in writing, to reach BHEL not later than one week before the meeting.
- 7.6 Minutes of the pre-Tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have acquired the Tender Document in accordance with ITB. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by BHEL exclusively through the issue of an Addendum pursuant to ITB and not through the minutes of the pre-Tender meeting.
- 7.7 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a bidder.

8 AMENDMENT OF TENDER DOCUMENT

- 8.1 At any time prior to the deadline for submission of Tenders, BHEL may amend the Tender Document by issuing addenda/ corrigenda
- 8.2 Any addendum / corrigendum issued shall be part of the Tender Document and shall be uploaded on BHEL website / e-Procurement Portal. It is in the interest of the bidder to keep visiting BHEL website to check updates on corrigendum to the tender
- 8.3 To give prospective bidders reasonable time for considering addendum in preparing their Tenders, BHEL may, at its discretion, extend the deadline for the submission of Tenders.

C. PREPARATION OF TENDER DOCUMENT

9 COST OF TENDERING

- 9.1 The bidder shall bear all costs associated with the preparation and submission of its Tender, and BHEL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10 LANGUAGE OF TENDER

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and BHEL, shall be written in English.

11 DOCUMENTS COMPRISING THE TENDER

The Tender shall comprise the following:

- 11.1 Completed Schedules as provided in Section IX, Tender Forms;
- 11.2 Earnest Money Deposit (EMD), in accordance with ITB
- 11.3 No Deviation statement may be provided as per Format-2 in Section IX, Tender Forms
- 11.4 written confirmation authorizing the signatory of the Tender to submit the tender
- 11.5 documentary evidence establishing the eligibility of the services offered by the tenderer
- 11.6 documentary evidence establishing the bidder's qualifications in accordance with the Pre-qualification and Evaluation Criteria at Section VIII, Special Terms & Conditions of Contract of Section III, using the relevant forms furnished in Section IX, Tender Forms;
- 11.7 documentary evidence as specified in the TDS, establishing the conformity of the Technical Proposal offered by the tenderer with the Tender Document, using the relevant forms furnished in Section IX, Tender Forms;
- 11.8 any other document required in the NIT

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

12 TENDER PRICES

- 12.1 The prices quoted by the tenderer in the NIC portal shall confirm to the requirements specified in NIT.
- 12.2 Unless otherwise provided in the TDS and the Contract, the prices quoted by the tenderer shall be fixed.
- 12.3 All duties, taxes, and other levies excluding GST payable by the Contractor under the Contract, or for any other cause, as on date of Part-1 Bid opening, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

13 CURRENCY OF TENDER

- 13.1 The currency (ies) of the Tender and the currency(ies) for payment shall be in INR (₹).

14 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE TENDERER

- 14.1 To establish its qualifications to perform the Contract in accordance with Section VIII (Pre-Qualification and Evaluation Criteria) and the tenderer shall provide the information requested in Section IX (Tender Forms).

15 DOCUMENTS ESTABLISHING THE ELIGIBILITY OF VEHICLES BEING OFFERED FOR THE CONTRACT

- 15.1 To establish the eligibility of the Vehicles supplied for the Contract in accordance with ITB 5, bidders shall complete the forms, included in Section IX, Tender Forms.

16 PERIOD OF VALIDITY OF TENDERS

- 16.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by BHEL. A Tender valid for a shorter period shall be rejected by BHEL as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, BHEL may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a EMD is requested in accordance with ITB 17, the bidder granting the request shall also extend the EMD for twenty-eight (28) days beyond the deadline of the extended validity period. A bidder may refuse the request without forfeiting its EMD.

17 EARNEST MONEY DEPOSIT (EMD)

- 17.1 The tenderer shall furnish as part of its Tender, the original of a EMD. The EMD amount and currency shall be as specified in the TDS.
- 17.2 The EMD shall be a demand guarantee in any of the following forms at the tenderer's option:
 - 17.2.1 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through SBI online website under "SBI Collect", a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender
 - 17.2.2 Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of "Bharat Heavy Electricals Limited, Trichy", payable at Trichy.
- 17.3 If EMD is specified pursuant to ITB 17.1, any Tender not accompanied by a substantially responsive tender security shall be rejected by the Employer as non-responsive.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 17.4 If a EMD is specified pursuant to ITB 17.1, the EMD of unsuccessful tenderers shall be returned as promptly as possible upon the successful tenderer's furnishing of the Security Deposit pursuant to ITB 35.
- 17.5 The EMD of the successful tenderer shall be returned as promptly as possible once the successful tenderer has signed the Contract and furnished the required Security Deposit.
- 17.6 The EMD may be forfeited:
- 17.6.1 if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer in the Letter of Tender or
- 17.6.2 if the successful tenderer fails to:
- (i) furnish a Security Deposit in accordance with ITB 34.

18 FORMAT AND SIGNING OF TENDER

- 18.1 Bidders are advised to ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 18.2 Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 18.3 Bidders are advised to take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- 18.4 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 18.5 The Power of Attorney holder should possess Digital Signature Certificate (DSC) Key for submitting the tender. The Authenticity of documents uploaded in portal is in sole responsibility of the bidder.**
- 18.6 The tender documents should be uploaded by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

D. SUBMISSION AND OPENING OF TENDERS

19 SUBMISSION OF TENDERS

- 19.1 The bidder has to upload the scanned copy of all the mentioned original documents (in colour), Tender Documents, Supporting Documents etc, in BHEL's e-Procurement Portal during online bid-submission.

20 DEADLINE FOR SUBMISSION OF TENDERS

- 20.1 Tenders must be received by BHEL not later than the date and time indicated in the NIT
- 20.2 BHEL may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITB 8, in which case all rights and obligations of BHEL and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

21 LATE TENDERS

- 21.1 BHEL's e-Procurement system will not allow late submission of tender after the due date/time mentioned.

22 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF TENDERS

- 22.1 Only before the due date of tender, a tenderer may withdraw, substitute, or modify in the e-Procurement Portal.

23 TENDER OPENING

- 23.1 Tender (Part-1 & Part-2) will be opened through BHEL's e-Procurement Portal.
- 23.2 Initially Part-1 - Techno Commercial Bid alone will be opened.
- 23.3 After Scrutiny of the Techno Commercial Bidders, the Price Bids (Part-2) of the Technically qualified bidders only will be opened for further processing. The price bids of technically disqualified bidders will not be opened.

E. EXAMINATION OF TENDERS

24 CONFIDENTIALITY

- 24.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.
- 24.2 Any attempt by a tenderer to influence improperly BHEL in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 24.3 Notwithstanding ITB 24.1, from the time of Tender opening to the time of Contract award, if any tenderer wishes to contact BHEL on any matter related to the tendering process, it should do so in writing.

25 CLARIFICATION OF TENDERS

- 25.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the tenderers, BHEL may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the BHEL shall not be considered. BHEL's request for clarification and the response shall be in writing through e-Procurement portal or email. No change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 25.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

26 DETERMINATION OF RESPONSIVENESS

- 26.1 BHEL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITB 11.
- 26.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission.
 - 26.2.1 "Deviation" is a departure from the requirements specified in the Tender Document;
 - 26.2.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - 26.2.3 "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 26.3 A material deviation, reservation, or omission is one that,

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

26.3.1 if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VIII; or
- (ii) limit in any substantial way, inconsistent with the Tender Document, BHEL's rights or the tenderer's obligations under the proposed Contract; or
- (iii) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive Tenders.

26.4 BHEL shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VIII have been met without any material deviation, reservation, or omission.

26.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by BHEL and may not subsequently be made responsive by correction of the material deviation, reservation, or omission

26.6 Provided that a Tender is substantially responsive, BHEL may waive any quantifiable nonconformity in the Tender that do not constitute a material deviation, reservation or omission.

F. TENDER EVALUATION AND COMPARISON

27 EVALUATION OF TENDERS AND CORRECTION OF ARITHMETICAL ERRORS

27.1 BHEL shall use the criteria and methodologies indicated in Section VIII. Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

28 TENDER ADJUSTMENTS

28.1 If in the opinion of BHEL the Tender which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded or substantially below the BHEL's estimates, BHEL may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

28.2 After evaluation of the price analyses, as above, BHEL will decide further course of action suitably.

29 QUALIFICATION OF THE TENDERER

29.1 BHEL shall determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section VIII, Pre-Qualification Requirements and Evaluation Criteria.

29.2 The determination shall be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to ITB 14.

29.3 An affirmative determination shall be a prerequisite to be considered in the tender. A negative determination shall result in disqualification of the Tender.

29.4 Canvassing in any form, in connection with the tender is **STRICTLY PROHIBITED** and quotation of transporters, who are found involved in canvassing, will be rejected. In case of any information furnished by the transporters is found incorrect before or after qualifying the tender / contract then tender / contract of such transporters will be rejected / terminated and EMD/SD will be forfeited

29.5 Non-submission of information or submission of incorrect information in offer may result in rejection of offer

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

30 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS

- 30.1 BHEL reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the tenderers.

31 QUOTING OF RATES:

- 31.1 Rates should be quoted in figures in the e-Procurement portal and the same will be converted as Words automatically.
- 31.2 While quoting the rates, bidders are advised to take into account all expenditure, charges, taxes etc., which are incidental in deploying the vehicles including rescue operation (if any) during the operation of Transport Contract period or extension thereof. No claim, whatsoever, will be entertained on account of such expenses or any increase that may come into existence after the acceptance of tender and or during the currency of the Contract.
- 31.3 While quoting the rates for dispatches to any zone, bidders are advised to consider the difficult terrains (if available in the zone) and quote the rate accordingly. No additional freight will be paid on account of difficult terrain.
- 31.4 The rates quoted shall remain valid for **120 days** from tender opening date. Withdrawal of quotation during above period will entail forfeiture of full amount of EMD with applicable taxes.

G. AWARD OF CONTRACT

32 AWARD CRITERIA

- 32.1 BHEL shall award the Contract to the tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the tenderer is determined to be qualified to perform the Contract satisfactorily.

33 NOTIFICATION OF AWARD

- 33.1 Prior to the expiration of the period of Tender validity, BHEL shall notify the successful tenderer, in writing, that its Tender has been accepted.
- 33.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 33.3 Earnest Money Deposit shall be refunded to unsuccessful transporters after finalization of Contract. In case of successful bidder, the Earnest Money may be adjusted towards the Security Deposit in respect of the tender and will be adjustable in accordance with the provisions relating to Security Deposit. No interest will be payable on EMD/SD.
- 33.4 If a bidder withdraws his offer after acceptance of his offer or fails to start the work in accordance with the instructions, the Earnest Money Deposited will be forfeited along with applicable taxes.

34 SECURITY DEPOSIT

- 34.1 Within 15 days of the receipt of notification of award (Letter of Intent) from BHEL, the successful tenderer shall furnish the Security Deposit in accordance with the conditions of contract, subject to the Special Conditions.
- 34.2 Failure of the successful tenderer to submit the above-mentioned Security Depositor sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the Employer may award the Contract to alternative sources at the risk and cost of the successful tenderer along with applicable taxes.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

PART-1 – TECHNO COMMERCIAL BID

Section II – Tender Data Sheet

Section II, Tender Data Sheet, provides the specific information in relation to corresponding paragraphs in Section I, Instructions to Bidders.

1 METHOD OF EVALUATION OF PRICES

- 1.1 BHEL will finalize the rates through online e-Procurement. Hence Tenderers are requested to give their best prices at the first instance itself. Reverse Auction will not be conducted.
- 1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.3 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

2 RANKING

- 2.1 Individual rate schedule wise ranking of Carriers will be done.
- 2.2 The basic rates i.e. rates 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
- 2.3 The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.
- 2.4 L1 TIE BREAKING
 - 2.4.1 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.
- 2.5 TIE BREAKING OTHER THAN L1
 - 2.5.1 If there is tie for ranking position(s) eligible for counter offering, then Lot shall be drawn to break the tie.

3 INTENDED NUMBER OF TRANSPORTERS ENGAGED FOR OPERATION

- 3.1 One transporter for each rate schedule will be engaged for transportation.

4 COUNTER OFFER

- 4.1 For any rate schedule, If L1 bidder happens to be Non-MSE, then counter offer will be given to MSE bidders in the merit, if the rate quoted is under L1+15%.
- 4.2 If L1 rate is accepted by MSE bidder, then the rate schedule will be awarded to MSE bidder and original L1 bidder will not be considered for award of contract.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

5 LOAD DISTRIBUTION

- 5.1 BHEL will allot the load through BHEL's VIS-TCBS (Vendor Information System - Transport Carrier Booking System) "Demand" System, **Individual rate schedule wise.**
- 5.2 A "**Demand**" is a call / opportunity / request for requesting the vendor for placing a vehicle.
- 5.3 Against a particular demand, if the allottee is not placing vehicle within the stipulated time, then the same demand will be displayed as "Open Demand" to allottee. Open demand will be auto cancelled after 3 working days and non-placement penalty will be recovered from the allottee. If the allottee lifts the same consignment in Open Demand, then non-placement penalty will be waived for the first time demand goes to open.

Date :
Place:

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(Authorized Signatory)
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Section III – Special Terms & Conditions 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 Tamil Nadu Motor Vehicle Rules, 1989
- 1.1.5 Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989
- 1.1.6 Tamil Nadu State Transport Appellate Tribunal Rules, 1989
- 1.1.7 Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases
- 1.1.8 Road Transport Corporations Act, 1950
- 1.1.9 Carriage by Road Act, 2007.
- 1.1.10 GST & E-Way Bill regulations
- 1.1.11 Any other Act/Rules /Regulations which may be introduced by central/Sate /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.

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 TENURE OF CONTRACT

2.1 The duration of the contract will be one year from date of award of contract by BHEL/Trichy.

Date :

Place:

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- 2.2 The GC / LR date should be within the contract validity, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
- 2.3 One or more extensions of the Contract may be done with mutual agreement between BHEL, and the contractors. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.

3 TYPE OF VEHICLE TO BE PLACED

- 3.1 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.
- 3.2 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.
- 3.3 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.

4 LOADING AND UNLOADING

- 4.1 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.
- 4.2 However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

5 DOOR COLLECTION AND DOOR DELIVERY

- 5.1 All despatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra charges, 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.
- 5.2 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.

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.

Date :

Place:

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(Authorized Signatory)*

- 6.2 Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST
- 6.3 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.
- 6.4 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.
- 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

Date :
Place:

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- 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 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	% Allocation
Fixed Cost	70%
Diesel Variable Cost	30%

- 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 Chennai

- 8.6 Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

- 8.7 Sample calculations: -

Say for a particular rate schedule the finalized rate is ₹15,000 per MT

The fixed cost is ₹10,500 (70%) and the variable cost is ₹4,500 (30%)

Say the base diesel price as on tender opening date is ₹94.39/- and If the base diesel price increases from ₹94.39 to ₹99.10 (5%) rates will not be revised.

Further the diesel rate is increased to ₹99.26 i.e increase is 5.16% then the variable portion alone will be increased to 5.16% i.e. $₹10,500 + (₹4,500 * 105.16\%) = ₹10,500 + ₹4732.2 = ₹15,232.2$

Further if the rate increases to ₹101.94 i.e 8% increases. In this case rate will not be revised since already increase is given for more than 5% (i.e >5 to 10%)

Further if the rate is increases to ₹105.71 i.e. i.e increase is 12% then the variable portion alone will be increased to 12% i.e. $₹10,500 + (₹4,500 * 112\%) = ₹10,500 + ₹5,040 = ₹15,540$.

At any cost for variation $\pm 5\%$, the basic freight rate finalized will remain same.

The above logic will be applicable for decrease in diesel rate also.

Date :

Place:

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(Authorized Signatory)*

9 PENALTY FOR NON PLACEMENT OF VEHICLES

- 9.1 BHEL will allot the load through BHEL's VIS (Vendor Information System) Demand System, Individual rate schedule wise.
- 9.2 From the date / time of carrier allocation in VIS, vehicles will have to be placed by the Transporter within **5 Days**. However, the Carriers have to accept the demand within 24 Hrs. in VIS but vehicles have to be placed as per the above time schedule. Otherwise demand will go to 'Open'. Open Demands will be auto cancelled after 3 working days and non-placement penalty will be recovered from the allottee carrier.
- 9.3 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.
- 9.4 For non-placement of vehicles / not accepting the demand within stipulated period the penalty of **₹15,000 or ₹1,500 per axle per demand whichever is more** will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles.
- 9.5 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.
- 9.6 If the allottee lifts the same demand in Open Category and place the vehicle within the stipulated time, then non-placement penalty will be waived automatically for the first time of demand goes to open category.

9.7 WAIVER OF NON-PLACEMENT PENALTY FOR GENUINE CASES

- 9.7.1 For the cases where the non-placement is not attributable to the contractor such as (i) problems in making VIS In Entry, (ii) Demand went to Open but the carrier is asked to pick the demand in Open but materials are not ready, (iii) System errors etc., **BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of the User Agencies/ Logistics will have the power to waive such penalty on case to case basis with recorded reasons.**

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:

SL	Vehicle Type	Plain Region (km)	Hilly Region/North east stretch only (km)	Difficult Terrain(e.g. Orissa, Chhattisgarh and as notified by BHEL from time to time- to be certified by Head of Logistics)
1	Hydraulic Trailer (<100MT)	90	45	60

- 10.1.1 For typical designs requiring slow movement in the interest of safety of the consignment, Logistics of concerned BHEL unit shall decide additional transit time in consultation with the concerned departments of BHEL. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.
- 10.1.2 Additional transit time other than above shall be allowed with the approval of BHEL based on the representation received from the transporter on case-to-case basis.
- 10.2 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.

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 10.3 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 750 km and the permitted travel per day is 90 km per day. Accordingly, the transit time is 8.33 days (750/90). Hence 9 days shall be considered as transit time
- 10.4 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- 10.5 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.
- 10.6 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)

10.7 WAIVER OF DELAY PENALTY

- 10.7.1 In deserving cases, competent authority i.e. AGM or HOS (not below the Rank of DGM) of Logistics or User Agency of BHEL shall have the powers to waive the penalty on case to case basis **with approval for recorded reasons**. In such cases, the carriers should have given timely intimation in writing to BHEL with the reasons which caused delay and also with supporting documentary evidence.
- 10.8 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 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.
- 10.9 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.
- 10.10 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.

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

- 11.1 Providing GPS will be mandatory.
- 11.2 However, vehicles can be allowed to enter BHEL premises without GPS and fixing of GPS will be ensured before AREA IN entry in VIS.
- 11.3 For sub Vendors in 60 km radius locations, exit entry will be made only if GPS details are available.
- 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.

Date :
Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

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

11.10 WAIVER OF GPS PENALTY FOR DESERVING CASES.

- 11.10.1 For deserving cases such as Major Accidents / Non availability of Network en-route at remote locations / replacement of Battery / repair of GPS devise etc., BHEL Executive not below the rank of AGM or HOS (not below rank of DGM) of User Agencies/Logistics will have the power to waive such penalty on case to case basis **with recorded reasons**.

12 UPDATING OF DAILY VEHICLE MOVEMENT STATUS IN BHEL VENDOR INFORMATION SYSTEM (VIS)

- 12.1 Updating of daily vehicle movement status in VIS is essential on daily basis and a must one. Without a copy of this, bills will not be processed. Else a penalty of **1% of the basic freight value** will be imposed.
- 12.2 In addition, GPS Screenshot to be attached in Daily Vehicle Movement Status. Otherwise, penalty applicable for Daily Status updation will be levied.

12.3 WAIVER OF DAILY MOVEMENT STATUS PENALTY FOR DESERVING CASES.

- 12.3.1 For deserving cases such as Strikes / Major Power failures / Fire Accidents / Common Network Failures etc., BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of User Agencies or Logistics will have the power to waive such penalty on case to case basis **with recorded reasons**.

13 TRANSSHIPMENT AND PENALTY FOR UNAUTHORIZED TRANSSHIPMENT

- 13.1 BHEL expects consignments to be transported in the same vehicles without transshipment en route.
- 13.2 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.
- 13.3 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.
- 13.4 If consignments are transshipped in same vehicle category without prior permission a token penalty of **10 %** of the freight amount involved, will be levied.
- 13.5 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.

Date :

Place:

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(Authorized Signatory)*

- 13.6 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.
- 13.7 Unauthorized transshipments with different vehicle category are not allowed and will be treated as breach of contract.

13.8 **WAIVER OF TRANSSHIPMENT PENALTY FOR DESERVING CASES.**

- 13.8.1 For deserving cases such as Accidents / Major breakdowns / Mechanical failures etc., where the vehicles have to be transshipped immediately to clear the traffic or to avoid the public inconvenience or situation that there is no time to get transshipment permission, BHEL Executives not below the rank of AGM or HOS (not below rank of DGM) of User Agencies or Logistics will have the power to waive such penalty on case to case basis **with recorded reasons.**

14 SUMMARY OF LIST OF PENALTIES AND AUTHORITY TO WAIVE THE PENALTY (NOT BELOW THE RANK OF)

SL	Type of Penalty	Approving Authority to waive the penalty
1	Non placement penalty	AGM of Logistics or User Agency
2	Delay penalty	AGM of Commercial / User Agency AGM of Logistics or User Agency of BHEL
3	GPS Penalty	AGM of Logistics or User Agency
4	Daily movement Status penalty	AGM of Logistics or User Agency
5	Transshipment penalty	AGM of Logistics or User Agency

If AGM level executive is not available, the head of section(HOS) (NOT BELOW RANK OF DGM) of respective user agency will exercise the power of waiver of the penalties mentioned above.

15 DETENTION CHARGES

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

SL	Vehicle Type	Free Time in days including the day of Placement / Arrival at Halt station BUT excluding the day of Exit / Resumption of movement from Halt station		
		Loading Point	Enroute	Unloading Point
1	Hydraulic Trailer (<100MT)	4	2	4

- 15.2 For example, if the vehicle reached at site for unloading and made IN entry on 01.01.2023, the free period (4 days as per above table) will be available up to 05.01.2023. However, if the EXIT entry of the vehicle is made on 07.01.2023, then detention will be calculated excluding 01.01.2023, 07.01.2023 and free period (4 days) and one day will be eligible for detention.
- 15.3 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.
- 15.4 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
- 15.5 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.

- 15.6 The rate of detention charges are as follows: -

SL No	Category	Detention Charges per Day (₹)
1	Hydraulic Trailer (<100 MT)	1,500 per Axle

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

15.7 DETENTION AT LOADING POINTS

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

15.8 DETENTION AT UNLOADING POINTS

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

15.8.2 **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.

15.9 DETENTION AT EN-ROUTE

15.9.1 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.

15.10 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.

15.11 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.

15.12 Detention will not be paid if GPS is not fixed however the same may be paid subject to waiver of GPS penalty as per the appropriate waiver clause.

16 RISK PURCHASE

16.1 In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations, either the whole of the contract or any part, including non-lifting of consignment(s) as per Contract / Agreement, BHEL has the right to terminate the contract and may entrust the job to an alternate Transport Carrier and get it completed to meet BHEL requirement, at the risk and cost of the defaulted contractor. The contractor shall be liable for the additional expenditure/difference in Cost along with applicable overheads, GST, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.

16.2 The decision of BHEL with regard to the additional expenditure / difference in cost along with applicable overheads, GST and consequential losses incurred by BHEL shall be final and binding on the contractor.

The value under Risk Purchase clause shall be calculates as follows

Risk and Cost Amount = $\{(A-B) + (A*H/100)\}$

Where,

A=Value of Balance Scope of Work/Supply (*) as per rates of new contract

Date :

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B= Value of Balance Scope of Work/Supply (*) as per rates of Old contract being paid to the contractor/Supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead factor shall be taken as 5

In case (A-B) is less the 0 (zero), value of (A-B) shall be taken as 0 (zero).

* (Balance Scope of Work/Supply)

Difference of Contract Quantities and executed Quantities as on the date of issues of letter for "Termination of Contract", shall be taken as Balance Scope of work/supply for calculating risk and cost amount. In case of vendor fails to fulfil any of the tender/contract obligations as per contract/agreement, contract shall be cancelled and SD shall be forfeited.

16.3 The amount recoverable under risk purchase shall be recovered from the defaulted contractor in all or any of the following manners:

16.3.1 From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.

16.3.2 from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.

16.3.3 In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted contractor.

17 BILLS & PAYMENT

17.1 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.

17.2 In regard to the weight of the consignment booked, wherever weigh bridge is available within the Units, the actual weight weighed by BHEL will be the authorized weight for freight billing

17.3 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.

17.4 Excess Weight

17.4.1 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.

17.4.2 Weight of the consignment shall be taken as the higher of the actual weight and volumetric weight of the consignment.

17.4.3 **Variation (in excess) from Document weight / GMS weight to actual weight (i) Less than 1 MT will not be considered as excess weight for freight payment.**

17.4.4 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.

17.5 If the excess weight is found en-route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.

17.6 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.

17.7 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.

Date :

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17.8 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.

17.9 Time of Submission of freight bills

17.9.1 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.**

17.9.2 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.

17.9.3 **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.**

17.10 Mode of Payment

17.10.1 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 Bidder	Number of days
1	Micro & Small Enterprises (MSEs)	45 days
2	Medium Enterprises	60 days
3	Non MSME	90 days

18 TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

18.1 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.

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

18.3 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.

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

18.5 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.

18.6 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 consignments and its delivery to destination.

18.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

Date :

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- 18.8 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.
- 18.9 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.
- 18.10 Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

19 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 19.1 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.

20 PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- 20.1 To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -
- 20.2 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 20.3 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.
- 20.4 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.
- 20.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.
- 20.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

21 SAFETY OF CONSIGNMENT:

- 21.1 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.
- 21.2 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.
- 21.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 21.4 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.

Date :

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- 21.5 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.
- 21.6 Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

22 STATUTORY OBLIGATIONS OF TRANSPORTER:

- 22.1 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.
- 22.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- 22.3 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.
- 22.4 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.
- 22.5 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.

23 ROUTE, SURVEY, PERMIT ETC.

- 23.1 All consignments should be transported through the shortest route established / declared by BHEL and freight payment will be restricted to the same.
- 23.2 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.
- 23.3 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.
- 23.4 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.

Date :

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- 23.5 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.
- 23.6 The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Carrier's cost. If any diversion of route becomes necessary en-route for operational reasons, no extra mileage will be allowed more than the standard distance as given / approved by BHEL.
- 23.7 All risk & cost etc., incurred in this process of diversion / circuitous route taken, shall be wholly be borne by Carrier only.

24 LASHING OF THE CONSIGNMENTS

- 24.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 24.2 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
- 24.3 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.
- 24.4 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.**
- 24.5 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.
- 24.6 Every component loaded in the trailer shall be tied to the trailer base firmly. No welding/ tack welding of components to the base should be done.
- 24.7 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.
- 24.8 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.
- 24.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 24.10 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.
- 24.11 The loading of multiple components one over the other shall not be done.
- 24.12 Soft rubber pads shall be used to lash on the product metal surface
- 24.13 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.

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- 24.14 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.
- 24.15 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 24.16 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 24.17 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 24.18 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 24.19 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 24.20 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 coils.

25 PACKING WOOD & SIDE SUPPORT FOR SAFE TRANSPORTATION

- 25.1 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.
- 25.2 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.

25.3 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

25.4 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.

26 INSURANCE COVERAGE AND CLAIM

- 26.1 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.
- 26.2 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.
- 26.3 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.

Date :

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26.4 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.

26.5 Damage / Loss

26.5.1 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.

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

26.5.3 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.

26.5.4 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.

26.6 Open Delivery

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

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

26.7.1 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.

26.8 Accidents

26.8.1 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.

26.8.2 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.

Date :

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Place:

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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

- 26.8.3 **No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.**
- 26.8.4 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.
- 26.9 Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.
- 26.9.1 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
- 26.10 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.

27 SECURITY DEPOSIT

- 27.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 27.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 27.3 Submission of Security Deposit by the Contractors
- 27.3.1 After finalization of this contract, individual units will issue award of contract based on their tonnage requirement. Hence Security deposit will be collected separately by individual units.
- 27.3.2 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.
- 27.3.3 Balance of the Security Deposit can be submitted 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.
- 27.3.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 27.3.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work
- 27.3.6 Note: In case of (a) small value contracts not exceeding ₹20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- 27.4 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

Date :

Place:

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- 27.4.1 Cash (as permissible under the extant Income Tax Act)
- 27.4.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 27.4.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 27.4.4 Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 27.4.5 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 27.5 Security Deposit shall be released by BHEL to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 27.6 The Security Deposit shall not carry any interest.
- 27.7 In case of failure of the contractor to fulfil any of the tender / Contract obligations, either the whole of the contract or any part or in case actions under the Guidelines for Suspension of Business Dealings with Suppliers and Contractors is taken against a contractor, EMD and Security Deposit shall be liable for forfeiture as per BHEL Guidelines.

28 GOODS CONSIGNMENT NOTE

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 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.

Date :

Place:

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29 TAX INVOICE

- 29.1 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.
- 29.2 In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 29.3 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.

30 DESPATCH & ENROUTE DOCUMENTS

- 30.1 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
- 30.2 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.
- 30.3 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.
- 30.4 If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.
- 30.5 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

31 ESCORT FOR CONSIGNMENTS

- 31.1 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.

32 INDEMNITY:

- 32.1 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.
- 32.2 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.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 32.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- 32.3.1 Observance of Labour & Industrial Laws.
 - 32.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
 - 32.3.3 Documentary compliance relating to freight billing.
 - 32.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

33 RESOLUTION OF DISPUTES

- 33.1 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.
- 33.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 33.3 Notes:
- 33.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 - 33.3.2 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.
- 33.4 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 ... to the Terms and conditions of the tender.
- 33.5 The Annexure-1 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 the terms and conditions of the tender.
- 33.6 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 .
- 33.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 33.8 Subject as aforesaid, the provision 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.
- 33.9 The seat of arbitration shall be the place from which the Contract is issued.
- 33.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 33.11 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 33.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor 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.
- 33.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 33.14 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

ANNEXURE-1

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
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. 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.
8. 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.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. 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.
20. 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.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

21. 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.
22. 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.

1. 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.
2. The Conciliator(s) shall be entitled to following fees and facilities:

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

10. 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.
11. 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.
12. 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.
13. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

Appendix II**FORMAT FOR GIVING CONSENT BY CONTRACTOR /VENDOR/ CUSTOMER/ COLLABORATOR /CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

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

Ref: Contract/MoU/Agreement/LOI/LOA No

& date____

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation Date**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

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.

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

34 RIGHTS

- 34.1 In case of nonperformance of the contractors against this tender, BHEL may enter into parallel Contract simultaneously other than the contract finalized against this tender, with any number of Transporters as may be deemed fit at any time during the period of Contract in the interest of the work for any or all the stations and for any or all the schedules / consignment categories.
- 34.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Transporters at the risk and cost of the Transporter and the Transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- 34.3 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of Contract, payable by the Transporter to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Transporter either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Transporter shall make good the balance amount by actual payment. In addition, BHEL has the right to recover the said amounts through its sister concerns, from the payments due to the Transporter in any of the units of BHEL located in any part of India.
- 34.4 The Transporter is not allowed to pass the responsibilities connected with the transportation to other agencies/Transporters. The Transporter shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However, hiring of vehicles and services from other agencies/ Transporters is permitted.
- 34.5 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 34.6 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 34.7 It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicles are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the despatch of the materials being despatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
- 34.8 BHEL has the right to verify / audit check by surprise visits at various locations of despatches at their discretion and see whether the above requirements are complied with by the Transporters In case the above requirements are not complied with, severe actions may be taken by BHEL on such Transport Carriers, as deemed fit.

35 BHEL'S FRAUD PREVENTION POLICY

- 35.1 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.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

36 BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

36.1 "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.

37 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

37.1 **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.

37.2 Commitment by Bidder/ Supplier/ Contractor:

37.2.1 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.

37.2.2 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.

37.2.3 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.

37.3 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 and/or under applicable legal provisions”.

38 PREFERENCE TO MAKE IN INDIA:

38.1 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.

39 EMS, SECURITY AND SAFETY REGULATIONS

39.1 Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Transporter.

40 COMPENSATION CLAUSE

40.1 "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 40.1.1 victim: any person who suffers permanent disablement or dies in an accident as defined below
- 40.1.2 Accident: any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL units/ offices/ townships and premises/ project sites.
- 40.2 compensation in respect of each of the victims:
- 40.2.1 in the event of death or permanent disability resulting from loss of both limbs: ₹10,00,000/- (Rupees Ten lakh)
- 40.2.2 in the event of other permanent disability: ₹7,00,000/- (Rupees Seven lakh)
- 40.3 permanent disablement: a disablement that is classified as a permanent total disablement under the proviso to section 2 (1) of the employee's compensation act, 1923."

41 PERFORMANCE EVALUATION

- 41.1 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.,
- 41.2 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.

42 MICRO & SMALL ENTERPRISES (MSE)

- 42.1 MSE suppliers can avail the intended benefits only if they submit copy of UDYAM Registration Certificate along with the offer.
- 42.2 Non submission of above 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 document is not submitted 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.
- 42.3 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 42.4 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.
- 42.5 Definitions of MSEs owned by SC/ST is under:
- 42.5.1 In case of proprietorship firm, proprietor must be SC/ST.
- 42.5.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 42.6 Definitions of MSEs owned by Women is under:

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 42.6.1 In case of proprietorship firm, proprietor must be woman.
- 42.6.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 42.6.3 In case of private limited companies, at least 51% share must be held by women promoters.
- 42.7 Authorized Offices to Issue SC/ST certificate.
- 42.7.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 42.7.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 42.7.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 42.7.4 Revenue Officer not below the rank of thasildar.
- 42.7.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 42.7.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

43 START-UP CONCESSION

- 43.1 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.

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Section IV – Specific Terms & Conditions for Hydraulic

Axles

1 DEFINITION OF TERMS

- 1.1 “Hydraulic Trailer” shall mean modular hydraulic trailer having features of i) pendulum axles with hydraulic suspension, ii) independently steerable axles, iii) two or more axle rows, iv) suitable arrangement for joining such axle modules longitudinally or laterally or both, and v) puller tractor to pull or push modular hydraulic axles
- 1.2 The transporter shall ensure that the axles only owned by them are mobilized and placed to lift the consignment to our schedule. In case a transporter fails, BHEL can make alternative arrangement at the risk and cost of the transporter. Hiring of vehicles and services from other transporters/ agencies/ brokers is not permissible without prior approval of BHEL.
- 1.3 Mid-way unloading and trans-shipment in exceptional cases not attributable to transporters e.g. on customer requests, accidents, major breakdown and in similar special circumstances of force majeure etc. may be permissible under approval of BHEL. Transporter shall organize such trans-shipments under the presence of their supervisor concerned and shall arrange further dispatch as advised by BHEL, assiduously ensuring safe delivery as per stipulated transit time.

2 ROUTE SURVEY AND FEASIBILITY STUDY

- 2.1 It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities. Route survey charges shall be included in the contract price/freight charges and should form the part of the price bid.
- 2.2 If BHEL request for Route survey vetted by IRDA approved surveyor, for such cases, charges for IRDA survey will be paid by BHEL based on the documentary evidence.
- 2.3 The feasibility study charges shall form the part of price bid.
- 2.4 The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the goods.
- 2.5 If required by BHEL, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL.
- 2.6 The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same
- 2.7 The transporter shall ensure the following: -
 - 2.7.1 The reasons for not following the most obvious shortest route shall be brought forth with all relevant information regarding the obstructions on the way e.g. river bridges, rail over bridges, tunnels, sharp U-turns etc
 - 2.7.2 The detailed route survey report or route chart for established routes be submitted to BHEL and should contain all important stations, the distance in km etc. for information. **Route approval** shall be in the purview of logistics and approval shall be done by Logistics (DGM & above) before loading.

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- 2.7.3 **In case detailed route survey report for routes other than established ones**, is not submitted by the transporter in compliance of above clause 3.7.2, BHEL reserves the right to deduct (two) 2% from the freight bill as penalty.
- 2.7.4 In case the transporter deviates the approved route or there is a damage caused to the consignment attributable to the transporter, BHEL may take appropriate penal action against the transporter which may include termination of the contract with the transporter.

3 CIVIL WORKS CHARGES

- 3.1 Any civil work such as strengthening / building of temporary roads, bridges, culverts etc, as required en-route, shall be the sole responsibility of the transporter. Major expenses for civil work done en-route, if any, shall be considered by BHEL on the merit basis, subject to following provisions: -
- 3.1.1 Civil work involved en-route (as specifically covered in the detailed Route Survey report submitted prior to loading) shall be considered for payment for the work in terms of applicable CSR to which estimates / offers from PWD / CPWD / Govt. approved agencies be submitted and approval obtained in advance from BHEL.
- 3.1.2 Payment of such work shall be released only upon submission of all relevant documents, certificates from the competent authorities substantiated with photographs taken before and after the work to the full satisfaction of BHEL.

4 CLEARANCE/PERMITS CHARGES

- 4.1 Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MoRTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at his cost. Some of the clearance/permit will be reimbursed by BHEL in line with Power Block/Height Gauge charges, Statutory Charges, Mobilization Charge and Detention Charges. Such permissions should be made available to BHEL for scrutiny as and when demanded.

5 STATUTORY CHARGES

- 5.1 Individual Statutory charges more than ₹1,000 levied by Governmental authorities e.g. MoRTH/NHAI, RTA, state authority, Electrical Shutdown from State Electricity Boards, Railways, Communication Department etc. for transportation of consignments through inland road transport route shall be reimbursed on production of original receipt or original copy of permission which should clearly indicate the details for charges.

6 MOBILIZATION CHARGES

- 6.1 BHEL reserves the right to reject the mechanical/hydraulic vehicle, the driver and crew of the trailer, if not found fit to BHEL's satisfaction.
- 6.2 In case the hydraulic trailer has to be withdrawn i.e. without load after taking inside the loading works, due to reasons attributing to the BHEL/Vendor/Customer, only amount equivalent to 2 days of detention shall be paid towards mobilization charges.

7 POWER BLOCK / HEIGHT GAUGE CHARGES: -

- 7.1 The power block / height gauge charges at railway crossings shall be paid initially by the transporter.
- 7.2 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.

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- 7.3 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be 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.
- 7.4 **₹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.

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Section V – General Terms & Conditions of the Contract

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: -

- 1.1 The "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.
- 1.2 The "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.
- 1.3 The "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.
- 1.4 "The Officer-In charge" means, the Officer deputed by the Head / WCM (CONTRACTS DEPARTMENT) or Head / Logistics, to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of Head / WCM (CONTRACTS DEPARTMENT) or Head / Logistics, or person deputed by him for the particular purposes.
- 1.6 "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 including Head/WCM (CONTRACTS DEPARTMENT) authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 The "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.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 A "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 labour 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 HEADING TO THE CONTRACT CONDITIONS: -

- 2.1 The heading to these conditions shall not affect the interpretations thereof.

Date :

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*Signature of the Bidder with seal
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3 WORK TO BE CARRIED OUT: -

- 3.1 The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4 DEVIATIONS: -

- 4.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT). No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5 ASSIGNMENT OR TRANSFER OF CONTRACT: -

- 5.1 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.

6 SUB-CONTRACT: -

- 6.1 The Contractor shall not sub-let any portion of the contract.

7 COMPLIANCE TO REGULATIONS AND BY-LAWS: -

- 7.1 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.

8 SECURITY DEPOSIT: -

- 8.1 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 8.2 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 therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

9 REFUND OF SECURITY DEPOSIT: -

- 9.1 The Security Deposit mentioned above may be refunded to the Contractor on completion of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

10 ORDERS UNDER THE CONTRACT: -

- 10.1 All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

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11 CONTRACTOR'S SUPERVISION: -

- 11.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of Head of Logistics, to act in his stead.
- 11.2 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 11.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Head/Logistics or the OFFICER-INCHARGE, to receive instructions.
- 11.4 The Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12 LABOUR: -

- 12.1 The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

13 PRECAUTIONS AGAINST RISK: -

- 13.1 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.

14 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -

- 14.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT) 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.

15 LAWS GOVERNING THE CONTRACT: -

- 15.1 The contract shall be governed by the Indian Laws for time being in force.

16 CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -

- 16.1 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.

If the Contractor shall: -

- 16.2 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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- 16.3 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
16.4 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.

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

- 17.1 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:

If the Contractor,

- 17.2 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 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
17.3 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,
17.4 The contractor shall not Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.
17.5 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 an Executive not below the rank of Head of Logistics or WCM (CONTRACTS DEPARTMENT) 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 the Executive not below the rank of Head of Logistics or WCM (CONTRACTS DEPARTMENT), or the same shall be recovered from the Contractor by other means.
17.6 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 labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Executive not below the rank of Head of Logistics or WCM (CONTRACTS DEPARTMENT), whose decision shall be final and conclusive.

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

If the Contractor:

- 18.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), or his authorized representative;
18.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
18.3 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

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contractor's risk and cost (as certified by the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), 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 the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT)** 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 labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), whose decision shall be final and conclusive.

19 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

- 19.1 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.

20 SPECIAL POWER TO TERMINATION: -

- 20.1 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 Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), 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.

21 SUBMISSION OF BILLS BY CONTRACTOR: -

- 21.1 The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Executive not below the rank of Head of Logistics or Stores separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following aspects:
- 21.2 Deviation from the items provided in the contract documents.
- 21.3 Extra items / new items of work.
- 21.4 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

22 PAYMENT OF BILLS: -

- 22.1 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 Firm	Payment Terms
1	Micro & Small Enterprises (MSEs)	45 days
2	Medium Enterprises	60 days
3	Non MSME	90 days

23 RECOVERY FROM CONTRACTOR: -

- 23.1 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.

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24 POST TECHNICAL AUDIT OF WORK AND BILLS: -

- 24.1 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.

25 FORCE MEJEURE CLAUSE: -

- 25.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance 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 this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive not below the rank of Head of Logistics or Commercial subject to prompt notification by the contractor.

26 SIGNING OF CONTRACT: -

- 26.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

27 STATUTORY REQUIREMENTS:

- 27.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- 27.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 27.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 27.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 27.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

28 REGISTERS & RECORDS: -

- 28.1 The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

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29 MOTOR VEHICLE ACT: -

- 29.1 The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

30 REMOTE TRANSACTIONS: -

- 30.1 The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

31 CHANGE IN CONSTITUTION OF FIRM: -

- 31.1 Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

32 LIEN OF CONSIGNMENTS: -

- 32.1 The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

33 EMPLOYER'S INTERESTS

- 33.1 Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery

34 CONFLICT OF INTEREST

- 34.1 "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
- 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. this does not limit the inclusion of the components/ sub-assembly/ Assemblies one bidding manufacturer in more than one bid; or

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- 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
- h) 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."

Date :

Place:

*Signature of the Bidder with seal
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Section VI – Safety Conditions

1 GENERAL

1.1

1.2 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

1.2.1 The lights on right side (i.e.) over driver's cabin should be in working condition.

1.2.2 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.

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

Section VII – Operational Control Procedure

 40, 70 & 80-938 OCP:BMM:014	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV.	00
		DATE	22.1.02
	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 1

- 1.0 Purpose : To ensure safety in transporting materials through LCV, HCV / Lorry, Taurus, Trailers Hydraulic Axle Modular vehicles etc..
- 2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL
- 3.0 Responsibility : Sr. Manager / Logistics
- 4.0 Performance criteria : Accident/Damage Record
- 5.0 Cross Reference : OHSAS 18001:1999 – Clause 4.4.6
Central Motor Vehicles Act and Rules
Contract given by BHEL.
Record of Hazard and Risk

6.0 Activities :

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 1961 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material.	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Commercial/Logistics

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

Section VIII – Pre Qualification Requirements and Evaluation Criteria

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)

- 1.1 Earnest Money Deposit (EMD) of the following values by way of Demand Draft or e-payment shall be furnished by the bidders.
- 1.2 EMD for the following value shall be paid by the bidders.
 - For quoting Yadadri : ₹ 1,17,100/-
 - For quoting Punki : ₹ 75,000/-
 - For quoting Sagardighi : ₹ 75,000/-
- 1.3 The EMD will be accepted only in the following forms.
 - 1.3.1 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through SBI online website under “SBI Collect”, a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender. **The details are at Annexure-1**
 - 1.3.2 Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy.
- 1.4 Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.
- 1.5 MSE benefits (exemption from EMD) will be provided in case of submission of Valid UDYAM Registration Certificate-

2 ORGANIZATION/FIRM REGISTRATION

- 2.1 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”.
- 2.2 **Documents to be submitted:** The details of the registration Documents to be submitted are below: -

SL	Type of Organization	Documents to be submitted
1	Sole Proprietorship	Trade License / GST registration / Auditor’s letter / PAN
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

- 2.3 **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and copy of PAN Card shall be enclosed.
- 2.4 **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**
- 2.5 **POWER OF ATTORNEY:**
- 2.5.1 The Power of Attorney holder should possess Digital Signature Certificate (DSC) Key for submitting the tender. The Authenticity of documents uploaded in portal is in sole responsibility of the bidder.
- 2.5.2 The tender documents should be uploaded by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- 2.5.3 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
- 2.5.4 **Documents to be submitted:** A copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

3 FLEET OWNERSHIP

- 3.1 The Bidder should own minimum one number of vehicles given below: -
- 3.1.1 Hydraulic Axles : Minimum 6 Row of Axles
- 3.1.2 Prime Mover : Minimum 1
- 3.2 Ownership should be in the name of Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.
- 3.3 Ownership should be in the name of Company wherein the bidder is a Company (Private Limited, Public Limited etc.) Registered under Indian Companies Act, 1956.
- 3.4 In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.
- 3.5 Documents to be submitted: -
- 3.5.1 For Hydraulic Axle: Self-attested copy of owned RC Book along with proof (such as Gazette notification, invoice copy, manufacturer certificate etc.) for no. of axles - minimum 6 rows of axles.
- 3.5.2 For Prime Mover: Self-attested copy of owned RC Book of the Prime Mover (min. 1 no.). If the RC book does not contain the HP details, any other supporting document(s) (Self-attested copy) should be submitted along with RC book.
- 3.6 The number of vehicles mentioned above, are only the minimum required for the purpose of Pre-Qualification and may not at all enough to meet the volume of business of BHEL against this Tender. Hence, the Carriers have to get themselves equipped with required suitable number of vehicles for meeting dispatch requirement of BHEL / business volume of BHEL.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4 IBA APPROVAL (EXEMPTED FOR START-UP FIRMS)

- 4.1 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.
- 4.2 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.
- 4.3 Copy of IBA Certificate / application for IBA renewal shall be enclosed which will be verified by BHEL in the website of IBA.
- 4.4 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.

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

6 AFFIDAVIT

- 6.1 Bidder shall ensure furnishing an undertaking in the form of an affidavit (Format-1) on non-judicial stamp paper valued ₹100/- duly notarized and self-attested by the Bidder.
- 6.2 This should be submitted along with individual PAN card copy (In case of Proprietor / Partners) and DIN registration documents (In case of Private Limited / Limited companies) for all the directors / partners / proprietors etc.

7 NO DEVIATION CERTIFICATE.

- 7.1 The Bidder should furnish and enclose the “No Deviation Certificate” as per Format-2

8 DECLARATION

- 8.1 The Bidder should furnish and enclose the “Declaration” as per Format-3

9 CORRIGENDUM

- 9.1 Corrigendum(s), if issued by BHEL, shall be enclosed along with the Techno Commercial Bid.

Date :
Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

E-PAYMENTS

1 PAYMENT THROUGH SBI COLLECT

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL-Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

2 PAYMENT THROUGH ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT

NAME OF ACCOUNT HOLDER	:	BHEL, TRICHY
NAME OF BANK	:	STATE BANK OF INDIA
NAME OF BRANCH	:	HEAVY ELECTRICALS, KAILASAPU RAM,
ACCOUNT NUMBER	:	10891588977
TYPE OF ACCOUNT	:	CC
MICR CODE	:	620002004
IFSC CODE	:	SBIN0001363
BRANCH CODE	:	01363

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

**DECLARATION CUM UNDERTAKING
FOR PERSONS UNREGISTERED UNDER GST**

Date: -

I/We _____ (name of Person) do hereby declare that I/we am/are not liable to obtain registration as normal tax-payer or as a casual/non-resident taxable person in accordance with section 22 or 24(ii)/(v) respectively of the Central Goods and Services Tax Act, 2017. Further I/we also declare that whenever I/we become liable to get registered under GST, I/we would obtain registration and inform you/us accordingly and thereafter issue all the invoices as per relevant provisions of the GST law.

Signature

Name : -

Designation : -

Name of the Company / Firm:-

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

Section IX – Tender Formats

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)
Page **61** of **67**

AFFIDAVIT-CUM-UNDERTAKING

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

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

I/ We am working as _____ in M/s. _____, i.e. the bidder herein.

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

That I/ We am an intended bidder in the transportation contract against NIT No **WCM / 22-23 / 4042E** issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I/ We submit the same hereunder.

- I/ We hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years. *(Strike Out if not Applicable)*

- 1.....
- 2.....
- 3.....

- I/ We state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors).

S.No.	Name of the Directors/Partners/proprietor	PAN In case of Proprietor / Partner	DIN for Director

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Tender No. WCM / 22-23 / 4042E, dt. 23.12.2022

- I/ We further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,
 - BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
 - any document submitted by the bidder was fake or forged; or
 - if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- I/ We intend to bid for the schedules as mentioned in the Tender Data Sheet. I/ We intend to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued. I/ We understand that payments by BHEL will be made only at the request of the Bidder and upon approval by the BHEL in accordance with the terms and conditions of the agreement between the Bidder and BHEL, and will be subject in all respects to the terms and conditions of the specific Agreement. No party other than the Bidder shall derive any rights from the Agreement or have any claim to the funds.
- I/ We declare that I/ We am/ are accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in the Tender Documents, unconditionally, without any deviation. Also I/ We declare that I/ We have fully understood the despatch requirements, terms & conditions of BHEL and signed the documents accordingly.
- I/ We certify that this is a Bonafide tender, intended to be competitive, and that I/ We have not fixed or adjusted the amount of our Bid in accordance with any Person, Body, or Association

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

Hence, this Affidavit cum undertaking.

Signature of the Bidder with seal

NOTARY

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

NO DEVIATION CERTIFICATE

<To be typed in Bidder's letter head>

TENDER NO. Tender No. WCM / 22-23 / 4042E, dt. 23.12.2022

This is to declare that we do not have any deviations to the tender terms and conditions as per the following: -

A. Part-1 – Techno Commercial Bid

Section I	Instructions to Bidders (ITB)
Section II	Tender Data Sheet (TDS)
Section III	Special Terms & Conditions of the Contract
Section IV	Specific Terms & Conditions for Hydraulic Axles
Section V	General Terms & Conditions of the Contract
Section VI	Safety Conditions
Section VII	Operation Control Procedure
Section VIII	Pre-Qualification Requirements (PQR) and Evaluation Criteria
Section IX	Tender Formats

B. Part-2 – Price Bid

The price bid comprises the following documents: -

- Work / Rate Schedules : Price bid proforma

And accordingly we accept all the Terms and conditions of Tender No. WCM / 22-23 / 4042E, dt. 23.12.2022 without any reservations whatsoever.

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. We understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.

Yours faithfully,

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

<To be typed in Bidder's letter head>

DECLARATION

Tender No.WCM / 22-23 / 4042E, dt. 23.12.2022

With reference to the above Tender Enquiry, this is to declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, we are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours faithfully,

Date :

Place:

*Signature of the Bidder with seal
(Authorized Signatory)*

PART-2**Price Bid****COMMERCIAL CONDITIONS WHICH WILL BE APPLICABLE FOR ALL THE CONSIGNMENT CATEGORIES / REGIONS**

1. Rates shall be quoted on “Rate in ₹ per MT” Basis only
2. Detention Charges, Penalty Charges, Storage Charges, etc., will apply as per Special Conditions of the Contract.
3. It is the responsibility of the Transport Carriers to ensure the consignments loaded within the RC Passing Weight Capacity of the vehicle.

Price Bid - WORK / RATE SCHEDULE

Scope : Transportation and safe delivery of Ammonia Tanks from BHEL Trichy to Yadadri, Panki and Sagardighi project sites through Hydraulic Axle Modular Vehicles.						
Item SL No	Site	Dimensions	Weight per tank	No. of Consignment	Rate Schedule	Rate in ₹ per MT (excluding GST)
1	Yadadri	Length : 32.182 metres Width : 3 metres Height : 3 metres	69.5 MT	5	TRYE1	< To be filled by the bidder in the eProcurement portal BOQ>
2	Panki	Length : 28.656 metres Width : 3 metres Height : 3 metres	75 MT	2	TRPN1	< To be filled by the bidder in the eProcurement portal BOQ>
3	Sagardighi	Length : 28.656 metres Width : 3 metres Height : 3 metres	75 MT	2	TRSD1	< To be filled by the bidder in the eProcurement portal BOQ>

Note : The dimensions given above is only indicative. Any variation in the dimensions shall be absorbed by the bidder in the quoted / approved rated.

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)