

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu
Ph No.0431-2571519, 8187, e-mail: aitr@bhel.in, website: www.bhel.com**WORKS CONTRACTS MANAGEMENT DEPT.**

Ref: WCM / 21-22 / 4031E

dt. 26.06.2021

NOTICE INVITING TENDER (NIT)

SL	Description	Details
1	Tender Ref. No.	WCM / 21-22 / 4031E, dt.26.06.2021
2	Scope of Work	Collection, Storage, transportation and Safe Delivery of Smalls & Part Load consignments (weighing up to 5000 kg) for Spares, Valves & FB Dept. requirements of BHEL Trichy
3	Tender Type	Single Tender
4	Name of Vendor	M/s Associated Road Carriers Limited
5	Quantity	As per Price Bid – Work / Rate Schedule (125.001 MT)
6	Duration of Contract	Three Months from the date of Contract issued by BHEL, Trichy.
7	Due date for submission of tender	10.00 a.m. on 06.07.2021
8	Date of tender opening	10.30 a.m. on 06.07.2021
9	E-mail Address for sending Tender Documents	tender_cell@bhel.in
10	EMD	Lorry Category : ₹ 39,300 /- Tender submitted without EMD will be summarily rejected.

The tender documents comprise the following: -

- This Covering letter : WCM / 21-22 / 4031E, dt.26.06.2021
- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Safety Conditions
- Annexure-T6 : Operational Control Procedures
- Annexure-P1 : Price bid proforma

Please note that this is only a request for an Offer and not a Contract.

Note: Tender shall be addressed to the communication address given. It may be noted that the Works Contracts department is at a walking distance from Building 24 Entry gate. In case of submission in person, the vendor is advised to send us an email for one-day temporary gate pass preferably at least one day prior to visit. The email shall contain Vendor name & address, Tender No & date, Date of visit for submission, name of person visiting, and contact nos.

Sr. Engineer / WCM
(Anjana Pachori)

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T1

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

1. METHOD OF EVALUATION OF PRICES

- 1.1 BHEL will finalize the rates through Paper Price Bid Opening. Hence Tenderer is requested to give his best prices at the first instance itself.
- 1.2 BHEL would negotiate or re-float the Tender opened if price is not the lowest acceptable price to them inter-alia other reasons.
- 1.3 Prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract.
- 1.4 In the event of the final prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

2. PRICE EVALUATION

- 2.1 Individual rate schedule wise price evaluation 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 evaluation of rates.

3. NUMBER OF CARRIERS REQUIRED FOR OPERATION

- 3.1 Only one contractor is required for carryout the subject scope of work.

4. COUNTER OFFER

- 4.1 Not applicable as Only one contractor is required for carryout the subject scope of work.

5. LOAD ALLOTMENT

- 5.1 BHEL will allot the load through BHEL's VIS (Vendor Information System) Demand System, **Individual rate schedule wise.**

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T2

TERMS & CONDITIONS FOR SUBMITTING THE OFFERS

1. SIGNING THE TENDER DOCUMENTS

- 1.1 The tender & all other connected documents shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.

2. QUOTING OPTIONS

- 2.1 Eligibility for participation against this tender
- 2.2 Quoting option
- 2.2.1 **There is only one category in this Tender i.e. Lorry consignments**
- 2.2.2 There are 3 Rate schedules. The Bidder must quote for all the three rate schedules.
- 2.3 Quoting best lowest rate
- 2.3.1 Quoting the lowest best rate is a must against this Tender. However, Transporter is required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirements or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against Transporter.

3. VALIDITY OF OFFERS

- 3.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidder indulge in withdrawal of Tender or increasing the rates, within this validity period, it will be treated as backing out from the quoted rate and action will be taken accordingly.
- 3.2 After price bid opening but before placement of LOI / Order, if carrier withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

4. SUBMISSION OF OFFERS

- 4.1 Documents Annexure T1 to T6 and P1 shall be duly filled, signed & scanned in full by the bidder and sent to email id **tender_cell@bhel.in**.

5. OTHER CONDITIONS

- 5.1 While quoting his/her rates, the Bidder is advised to take into account the likely expenditure, taxes whatsoever, etc., excluding GST which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 5.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.

Date:
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- 5.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidder.
- 5.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 5.5 If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 5.6 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 5.7 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (6.5) and (6.6) above.
- 5.8 If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 5.9 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 5.10 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting his offer.
- 5.11 Should Bidder find discrepancies or omissions in the tender documents or should there any doubt as to his meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the tender on any account)
- 5.12 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- 5.13 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 5.14 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 5.15 Should Bidder's or Contractor's or in the case of firm or company of Bidder/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.

The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

Date:
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6. EMD SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF

- 6.1 After opening the Tender, if the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.
- 6.2 The Tenderer does not commence the work within the period as per LOI /Contract, in case the LOI / Contract is silent in this regard, then it will be taken as -within 15 days- after award of Contract.
- 6.3 After issuance of LOI by BHEL, if the Carrier fails to submit Security Deposit, fails to execute Contract Agreement (if applicable), after award of Contract.
- 6.4 GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

7. LAWS GOVERNING THE CONTRACT

- 7.1 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:
 - 7.1.1 Motor Vehicles Act, 1988
 - 7.1.2 Central Motor Vehicles Rules, 1989
 - 7.1.3 Other Central Rules, Notifications
 - 7.1.4 Tamil Nadu Motor Vehicle Rules, 1989
 - 7.1.5 Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules, 1989
 - 7.1.6 Tamil Nadu State Transport Appellate Tribunal Rules, 1989
 - 7.1.7 Tamil Nadu Motor Vehicles Taxation Act, Rules and Notes of Cases
 - 7.1.8 Road Transport Corporations Act, 1950
 - 7.1.9 Carriage by Road Act, 2007.
 - 7.1.10 GST & E-Way Bill regulations
 - 7.1.11 Any other Act/Rules /Regulations which may be introduced by central/Sate /Union Territory regarding road transportation
- 7.2 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
- 7.3 The Transport Carrier / Fleet owner should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
- 7.4 Transport Carrier/Fleet Owner should ensure that overloading of vehicles is absolutely stopped.
- 7.5 The Transport Carrier/Fleet Owner, 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.
- 7.6 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.
- 7.7 The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by his vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL, Trichy is not responsible for any injuries to the Contractor's personnel inside the company premises.

Date:
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7.8 MOTOR VEHICLE ACT

- 7.8.1 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 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.

Date:
Place:

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(Authorized Signatory)

ANNEXURE-T3

TERMS AND CONDITIONS FOR OPERATION OF THE CONTRACT

1. NON-PLACEMENT PENALTY

- 1.1 Against a particular demand, if the carrier is not placing vehicle within the stipulated time, non-placement penalty will be levied on demand cancellation at the rate of ₹1,000/- per demand.

2. TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

- 2.1 The transit time is given below: -
Upto 500 km. : 7 Days
501 to 1500 km. : 12 Days
Above 1500 km. : 25 Days
- 2.2 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.
- 2.3 Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carrier.
- 2.4 For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted
- 2.5 In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.
- 2.6 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.
- 2.7 **Penalty:** 2 % of freight per Week or part thereof, subject to maximum of 50%
- 2.8 Waiver of Penalty for delayed delivery
- 2.8.1 Wherever there is late delivery, penalty will be levied. However, in case of exceptional situations where the Competent Authority of BHEL (not below the rank of AGM), as per procedure shall, waive off penalty on "case-to-case" basis, based on the representation received from the Transporter, providing the full details / data/reasons for the delay. BHEL on review of these details and upon verifying the proof for the reasons

3. DETENTION CHARGES AT LOADING / UNLOADING POINTS.

- 3.1 Detention charges shall be paid extra if the vehicles are not loaded / unloaded in time.
- 3.2 Date of reporting of vehicle at loading point and the date of release of vehicle with load at loading point security gate will be excluded for payment of detention charges at loading point.
- 3.3 Date of reporting of vehicle at unloading point with load and the date of release of vehicle at unloading point security gate after unloading will be excluded for payment of detention charges at unloading point.
- 3.4 Detention Charges
- 3.4.1 In the loading point, if the vehicle is not loaded within one day (excluding Sunday and Holidays, date of reporting, date of release), detention charges will be paid @ ₹ 500/- per Day.
- 3.4.2 In the unloading point, if the vehicle is not unloaded within one day (excluding Sunday and Holidays, date of reporting, date of release), detention charges will be paid @ ₹ 500/- per Day.

Date:
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4. RISK PURCHASE

- 4.1 In the event of Tenderer's failure to fulfill any of the tender / Contract obligations including non-lifting of consignment(s) as per Contract / Agreement, BHEL may entrust the job to an alternate Transport Carrier and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- 4.2 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor. Also 5% overhead charge is also to be added in addition to extra expenditure to BHEL

5. RATE

- 5.1 The Rates to be finalized are firm throughout the contract period without price variation clause.

6. TAXES AND DUTIES

- 6.1 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, Loading and Unloading enroute etc., **except GST and power block charges** at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- 6.2 Hence while quoting his rates, the Bidder is advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST

7. GST:

- 7.1 Mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 7.2 Supplier shall mention his GSTIN in all his 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.
- 7.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 7.4 Invoices will be processed only upon completion of statutory requirement and further subject to following:
a. Vendor declaring such invoice in Form GST ANX-1
b. Receipt of Goods or Services and Tax invoice by BHEL
- 7.5 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 7.6 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

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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.

- 7.7 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 7.8 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.
- 7.9 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.
- 7.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from supplier/contractor. Hence applicable GST shall also be recoverable from supplier/contractor on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 7.12 GST is also applicable for all penalties and same will be recovered from defaulted contractor.
- 7.12.1 GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 7.12.2 GST is also applicable for all penalties and same will be recovered from defaulted contractor.

8. TENURE OF CONTRACT

- 8.1 The duration of the contract will be **three months** from the date of Contract issued by BHEL, Trichy.
- 8.2 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.
- 8.3 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.

9. TYPE OF VEHICLE TO BE PLACED

- 9.1 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.
- 9.2 The Contractor shall at his 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 Contractor shall also appoint and provide at his 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.

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- 9.3 BHEL prefer their consignment, being carried in the Contractor's own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.

10. LOADING AND UNLOADING

- 10.1 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.
- 10.2 However, Loading and unloading at other intermediate places due to transshipment will be the responsibility of the Contractor.

11. DOOR COLLECTION AND DOOR DELIVERY

- 11.1 All dispatches to BHEL Trichy Unit, 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 Trichy, Sites etc.), in all the region of operations and against all the Rate Schedules covered under this tender.
- 11.2 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.
- 11.3 Door collection and Door delivery charges will be applicable per demand (irrespective of number of loading / unloading points involved under a demand) as given below:
Door collection charge: ₹ 2,000/- per demand
Door delivery charge: ₹ 2,000/- per demand

12. BILLS & PAYMENT

- 12.1 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.
- 12.2 In regard to the weight of the consignment booked, especially in case of outward dispatches, the BHEL design weight / GMS Weight will be the authorized weight for freight billing wherever design / GMS weights are available.
- 12.3 Excess Weight
- 12.3.1 Excess weight means, the weight of the consignment weighed is found to be more than GMS weight.
- 12.3.2 If excess weight is noted by the Carrier within Trichy Limit, 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.
- 12.4 If the excess weight is found en route by the Statutory Authorities like RTO / APPLICABLE TAX OFFICIALS, the weigh bridge slip must be produced.
- 12.5 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.
- 12.6 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.

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- 12.7 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.
- 12.8 Distance for freight payment
- 12.8.1 The distance between two places for freight payment will be determined by the shortest route arrived at with reference to Road Map of INDIA published by SURVEY OF INDIA and Motoring Guide (latest edition).
- 12.8.2 BHEL will have the right to update / alter existing distance comparing Road MAP of India time to time during the tenure of Contract.
- 12.8.3 Wherever the particular station is not exhibited in the SAP system of BHEL Trichy, the distance shall be calculated as per the order of priority as specified below:
- Route map of India prepared by the Survey of India.
 - Maps.google.com (website)
 - Maps.yahoo.com (website)
- 12.9 Time of Submission of freight bills
- 12.9.1 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.
- 12.9.2 However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.
- 12.9.3 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.
- 12.10 Mode of Payment
- 12.10.1 All payments to be made to the Transporter, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days of receipt of the bill along with consignee's acknowledgement.
- 12.10.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days of receipt of the bill along with consignee's acknowledgement.

13. TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

- 13.1 The Transporter will operate his vehicles entirely at his own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 13.2 The Transporter will make his own arrangements for proper parking of his vehicles overnight / during detention in company's/customer's premises.
- 13.3 The Transporter 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

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shall the company be liable to compensate him for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.

- 13.4 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 13.5 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.
- 13.6 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.
- 13.7 Transporter shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 13.8 Transporter shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, insurance and related documents/ certificates.
- 13.9 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.
- 13.10 Transporter shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

14. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

- 14.1 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.

15. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The Transporter shall ensure: -

- 15.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 15.2 That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 15.3 To protect the consignments from rains in warranting situations, Transporter shall ensure Tarpaulin covering to the consignments.
- 15.4 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.
- 15.5 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.

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- 15.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

16. SAFETY OF CONSIGNMENT:

- 16.1 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.
- 16.2 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.
- 16.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 16.4 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.
- 16.5 Transporter shall NOT auction the material belonging to BHEL where customer/ 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.
- 16.6 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.

17. STATUTORY OBLIGATIONS OF TRANSPORTER:

- 17.1 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.
- 17.2 The contractor should remit the salary/wages for his workmen only through Bank in line with GOI guidelines.
- 17.3 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 required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 17.4 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.
- 17.5 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 Transporter; the Transporter shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

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18. ROUTE, SURVEY, PERMIT etc.

- 18.1 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.

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.

19. LASHING OF THE CONSIGNMENTS

- 19.1 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 19.2 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
- 19.3 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 Carrier and he has to ensure the same.
- 19.4 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.
- 19.5 Every component loaded in the trailer / truck shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
- 19.6 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.
- 19.7 The loading of multiple components one over the other shall not be done.
- 19.8 Soft rubber pads shall be used to lash on the product metal surface
- 19.9 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.
- 19.10 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.
- 19.11 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 19.12 Overhanging of components beyond the Lorry is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 19.13 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.
- 19.14 Components loaded in the vehicle should not be unloaded and stored in any other premises / in the yards of the Transporter.
- 19.15 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 19.16 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.

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20. INSURANCE COVERAGE AND CLAIM

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 Damage / Loss
- 20.5.1 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
- 20.5.2 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.
- 20.5.3 On receipt of this information, BHEL Trichy (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.
- 20.5.4 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 Trichy, BHEL will arrange to facilitate for survey
- 20.5.5 However, for consignment value below ₹20,000/-, recovery will be made in full. 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.
- 20.6 Open Delivery
- 20.6.1 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.
- 20.7 **Non-acceptance of insurance claim lodged by BHEL and Carrier responsibility.**
- 20.7.1 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.

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20.8 Accidents

- 20.8.1 All accidents at any point shall be reported to agency concerned and WCM in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- 20.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and end user 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
- 20.8.3 **No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.**
- 20.8.4 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.
- 20.9 Return freight payment for transporting the damaged consignment back to Trichy after BHEL QC Clearance.
- 20.9.1 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Trichy after insurance survey and BHEL QC clearance for returning such consignments to Trichy, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporter.
- 20.10 In case, the Transporter 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.

21. SECURITY DEPOSIT

- 21.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 21.2 The total amount of Security Deposit will be 5% of the contract value. EMD (if applicable) of the tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 21.3 **Submission of Security Deposit by the Contractor**
- 21.3.1 At least 50% of the required Security Deposit, including the EMD (if applicable), should be submitted by bidder before start of the work.
- 21.3.2 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.
- 21.3.3 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.
- 21.3.4 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

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- 21.3.5 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).
- 21.4 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- 21.4.1 Cash (as permissible under the extant Income Tax Act)
- 21.4.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 21.4.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 21.4.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 21.4.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 21.4.6 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)
- 21.5 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 21.6 The Security Deposit shall not carry any interest.

22. GOODS CONSIGNMENT NOTE

- 22.1 G.C. Note issued should bear printed serial numbers. Vehicle No. should be indicated in G.C Notes for all 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

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- 22.6 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to BHEL / WCM 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.
- 22.7 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.

23. TAX INVOICE

- 23.1 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.
- 23.2 In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.
- 23.3 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.

24. DESPATCH & ENROUTE DOCUMENTS

- 24.1 While accepting the consignments for transportation, the Carrier 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 Carrier's responsibility
- 24.2 Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL / Trichy or to any consignee without any written permission from WCM or 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.
- 24.3 The Transport Carrier should ensure the collection of Road Permit Form (if applicable) at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial, WCM by the Transport Carrier concerned.
- 24.4 Wherever the required documents are issued to Transport Carrier, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of such documents received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ₹25,000/- per-form as on date.
- 24.5 The Carrier 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.
- 24.6 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carrier and consignment got released and delivered in time.
- 24.7 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTER'S 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 Carrier.

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25. INDEMNITY:

- 25.1 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.
- 25.2 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 Transporter, his workmen servants or agents.
- 25.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- 25.3.1 Observance of Labour & Industrial Laws.
- 25.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 25.3.3 Documentary compliance relating to freight billing.
- 25.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

26. RESOLUTION OF DISPUTES

- 26.1 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.
- 26.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 26.3 Notes:
- 26.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 26.3.2 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.
- 26.4 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.
- 26.5 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.
- 26.6 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 .

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- 26.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 26.8 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.
- 26.9 The seat of arbitration shall be at Trichy.
- 26.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 26.11 Subject to arbitration in terms of clause above, the Courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 26.12 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.
- 26.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 26.14 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.

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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.
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.

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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.
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.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 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. 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.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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.
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.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

**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)

**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**

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

**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)

27. RIGHTS

- 27.1 BHEL may enter into parallel Contract simultaneously 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.
- 27.2 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.
- 27.3 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, Trichy 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.
- 27.4 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.
- 27.5 The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
- 27.6 It may be noted that as dispatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carrier to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carrier should compensate the loss to BHEL in the same way as demanded by BHEL.
- 27.7 BHEL has the right to verify / audit check by surprise visits at various locations of dispatches at their discretion and see whether the above requirements are complied with by the Transporter In case the above requirements are not complied with, severe actions may be taken by BHEL on Transport Carrier, as deemed fit.

28. BHEL's FRAUD PREVENTION POLICY

- 28.1 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.

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

- 29.1 Carrier may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

30. EMS, SECURITY AND SAFETY REGULATIONS

- 30.1 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.

31. PREFERENCE TO MAKE IN INDIA:

- 31.1 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.

32. COMPENSATION CLAUSE

- 32.1 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:
- 32.1.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- 32.1.2 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.
- 32.1.3 Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rs. Ten Lakh)
- (ii) In the event of other permanent disability: ₹7,00,000/- (Rs. Seven Lakh)
- 32.1.4 Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T4

GENERAL TERMS & CONDITIONS OF THE CONTRACT

33. DEFINITION: - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- 33.1 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.
- 33.2 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-Incharge 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.
- 33.3 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.
- 33.4 "The Officer-In charge" means, the Officer deputed by the AGM/WCM, to supervise the work or part of the work.
- 33.5 "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him for the particular purposes.
- 33.6 "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 SM/WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- 33.7 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.
- 33.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 33.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 33.10 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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

34. HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

35. WORK TO BE CARRIED OUT: - 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

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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.

36. DEVIATIONS: - 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 DGM of WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

37. OCTROI AND OTHER DUTIES: - All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

38. PLANT AND EQUIPMENT: - The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

39. ASSIGNMENT OF TRANSFER OF CONTRACT: - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

39.1 SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract.

40. COMPLIANCE TO REGULATIONS AND BY-LAWS: - 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.

41. SECURITY DEPOSIT: -

41.1 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.

41.2 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 realised 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.

42. REFUND OF SECURITY DEPOSIT: - The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry 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".

43. ORDERS UNDER THE CONTRACT: - 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.

44. CONTRACTOR'S SUPERVISION: - 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 DGM of WCM or Logistics, to act in his stead.

Date:
Place:

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(Authorized Signatory)

- 44.1 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.
- 44.2 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SM/WCM or the OFFICER-INCHARGE, to receive instructions.
- 44.3 The Executive not below the rank of DGM of WCM, 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.

45. LABOUR: - 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.

46. PRECAUTIONS AGAINST RISK: - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

47. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of DGM of WCM 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.

48. LAWS GOVERNING THE CONTRACT: - The contract shall be governed by the Indian Laws for time being in force.

49. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: - 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 extend as provided in the case of cancellation for default.

If the Contractor shall: -

- 49.1 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
- 49.2 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
- 49.3 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.

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

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,

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 50.1 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
- 50.2 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,
- 50.3 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.
- 50.4 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 DGM of WCM 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 DGM of WCM, or the same shall be recovered from the Contractor by other means.
- 50.5 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 DGM of WCM, whose decision shall be final and conclusive.

51. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- 51.1 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 DGM of WCM, or his authorized representative;
- 51.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 51.3 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 contractor's risk and cost (as certified by the Executive not below the rank of DGM of WCM, 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 DGM of WCM** 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 DGM of WCM, whose decision shall be final and conclusive.

52. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

- 52.1 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.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

53. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Executive not below the rank of DGM of WCM, 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.

54. SUBMISSION OF BILLS BY CONTRACTOR: - 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 DGM of WCM separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- 54.1 Deviation from the items provided in the contract documents.
- 54.2 Extra items / new items of work.
- 54.3 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.

55. PAYMENT OF BILLS: - All payments to be made to the transporter, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days, after receipt of the bill along with consignee's acknowledgement. Wherever applicable payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days after receipt of bill along with consignee's acknowledgement.

56. RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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.

57. POST TECHNICAL AUDIT OF WORK AND BILLS: - BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

58. FORCE MEJEURE CLAUSE:- 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.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor 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 DGM of WCM subject to prompt notification by the contractor.

59. SIGNING OF CONTRACT: - 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 authorised 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 authorised 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 authorised to do so, shall accompany the contract.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

60. STATUTORY REQUIREMENTS:

- 60.1 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.
- 60.2 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.
- 60.3 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.
- 60.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 60.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

61. REGISTERS & RECORDS: - 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.

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

63. REMOTE TRANSACTIONS:- 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.

64. CHANGE IN CONSTITUTION OF FIRM: - 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.

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

66. 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

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T5

SAFETY CONDITIONS

1. GENERAL

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

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

1.1.2 Both the head lights as well as park lamps must be in working condition.

2. HANDLING OF VEHICLES INSIDE BHEL TRICHY

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)

ANNEXURE-T6**OPERATIONAL CONTROL PROCEDURE**

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

1.0 Purpose : To ensure safety in transporting materials through LCV, HCV/Lorry Taurus & Trailers.

2.0 Scope : Transportation of Heavy consignments from anywhere to anywhere in India for BHEL

3.0 Responsibility : Sr. Manager/Logistics/End User

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 licence 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	Logistics / End User

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-P1**PRICE BID****WORK / RATE SCHEDULE**

Scope : Collection, Storage, transportation and Safe Delivery of **Smalls & Part Load consignments** (weighing up to 5000 kg) for Spares, Valves & FB Dept. requirements of BHEL Trichy.

LORRY CATEGORY

Dimensions up to Length: 6 metres, Width: 2 metres & Height : 2 metres

Description	Distance Slab	Avg. Distance (indicative)	Qty. Approx.	Sch. No.	Rate in ₹ Per km. per MT (Excluding Service tax & octroi)
Transportation of consignments from BHEL Trichy to Places / Sites / Vendor Works located all over India.	Up to 500 km.	301 km	9.745 MT	CP01	₹...../- Rupees only
	501 to 1500 km.	1117 km	25.833 MT	CP02	₹...../- Rupees only
	Above 1500 km.	2116 km	89.423 MT	CP03	₹...../- Rupees only

IMPORTANT TERMS & CONDITIONS

- Minimum chargeable weight is 500kg (0.5 MT) per demand.
- Door collection charge: ₹ 2,000/- per demand.
- Door delivery charge: ₹ 2,000/- per demand.
- Volume consignments shall be charged on the basis of 1 cubic meter = 375 kg for volumetric load. In such cases, weight is calculated on the basis of volume or the actual weight whichever is higher will be taken for claiming and payment of freight.
- Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected. Rates will be firm throughout the contract.

Date:
Place:

Signature of the Bidder with seal
(Authorized Signatory)