

GENERAL CONDITIONS OF CONTRACT
(SERVICE)

FOR

TRANSPORTATION OF CONSIGNMENTS FROM BHEL RUDRAPUR TO
PUNATSANGCHHU SITE INCLUDING CUSTOMS/SALES TAX CLEARANCE AT INDO-
BHUTAN BORDER FOR 6X200 MW Punatsangchhu-I Hydroelectric
Project, Punatsangchhu, BHUTAN.

BHARAT HEAVY ELECTRICALS
LIMITED

(A GOVT. OF INDIA
UNDERTAKING) Component
Fabrication Plant Kichchha By
Road
Rudrapur,
UK - 263153.



1. SECURITY DEPOSIT(SD)

1.1.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. SD amount will be as per Work Policy 2016

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

1.1.3 Security Deposit may be furnished in any one of the following forms

1.1.3.1 Cash (as permissible under the Income Tax Act)

1.1.3.2 Pay Order / Demand Draft in favour of BHEL.

1.1.3.3 Local cheques of scheduled banks, subject to realization.

1.1.3.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

1.1.3.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats

1.1.3.6 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

1.1.3.7 Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the BHEL Rudrapur issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL

reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or BHEL CFP Rudrapur or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the BHEL Rudrapur.
- iii) "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- v) "SITE" shall mean the places or place at which the plants/equipment's are to be erected and services are to be performed as per the specification of this Tender.
- vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment's or provision of services.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually



agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.

- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General conditions of Contract' pertaining to the work for which above tenders have been called for.
- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings / documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) "LETTER OF INTENT" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.



- xix) "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi) 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xxii) "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re- assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service
- xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
- xxviii) "TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract
- xxix) "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxix) "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxx) "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Rudrapur, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

2.3.1 **Service of notice on contractor**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post** to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 **Service of notice on BHEL**

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 **USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 **COMMENCEMENT OF WORK**

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 **MODE OF PAYMENT:**

2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing

2.6.2 All payments shall be made to the transporter through e-payment within 45 days of the submission of proper bills enclosing LR and DAN duly acknowledged by the consignee stating that the material is received in full and good condition. The contractor shall submit the bills in duplicate immediately after delivery of goods. For e-payment, transporter has to submit the following information:

- Name of beneficiary :
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :

Note: The transporter should have capability to invest working capital up to



15-20 lakhs at a time, as our payment terms are within 45 days of submission of bills by the transporter.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 2.7.1 To withdraw any Trailor, Open body truck, 9MT truck or 15MT truck to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two days by BHEL, in the event of:-
- i) Contractor's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Contractor's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality of work
 - v) Corrupt act of Contractor
 - vi) Insolvency of the Contractor
 - vii) Persistent disregard to the instructions of BHEL
 - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix) Non fulfillment of any contractual obligations
 - x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule
- 2.7.3 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under SI.No.
- 2.7.2. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof
- 2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.
- 2.7.6 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The

Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

- 2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 LIQUIDATED DAMAGES/PENALTY

- 2.7.8.1 Subject to force majeure, if contractor fails to adhere time-schedule given as per clause no. 3.6.2, Clause of SCC BHEL shall have the right to recover as liquidated damage (LD) for transportation of each consignment a sum equivalent to 2% of the freight for direct delivery or proportionate freight value payable at each stage of payment (BHEL-MU to storage/ Storage to site) per week of delay or part thereof.
- 2.7.8.2 Apart from above, in case due to non-readiness of any activity in time essentially required for successful execution of the contract, the delay occurs in total completion of the contract as per clause no. 3.7.1, BHEL shall have the right to recover liquidated damages (LD) @ 0.25% of contract price for delay of each week or part thereof.
- 2.7.8.3 The total liability (a) + (b) for such delay shall not in any case exceed 10 % (ten percent) of the contract price

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme,



Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

- 2.8.4 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer
- 2.8.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site/storage area. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.10 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor
- 2.8.12 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.13 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for

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the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

- 2.8.14 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.
- 2.8.15 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.16 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.17 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.
- 2.8.18 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- i) The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.9 PRICE VARIATION COMPENSATION

2.9.1 FREIGHT PRICE VARIATION:

Bidders needs to quote their rates on the basis of diesel price Rs.62.29(IOC Diesel Price at Delhi). Total distance is finalized from BHEL Rudrapur to Punatsangchhu is 1650KM.Rates quoted by the bidders will be subjected to price variations during the currency of the rate contract as per following formula:

$P = \text{Rate @ rate of Diesel is Rs 62.29 dt. 30.04.2020}$

$A = P/1650$

$B = A + 0.25 \times (F1 - F0)$,

$C = B \times 1650$

Whereas

C = Rates payable.

P = Rates quoted / finalized against tender (diesel price @ 62.29 dt. 30.04.2020)

F1 = IOCL diesel price prevailing at Delhi on the date of GR

F0 = base diesel price of IOCL of IOCL Delhi i.e. Rs. 62.29

Example 1: if the rate finalized for trailer on diesel price @ 62.29 is = Rs. 200000 and diesel increases to Rs 70/liter

Then $A = 200000 / 1650 = 121.2121$

F1 = 70

F0 = 62.29

Then $B = A + 0.25 \times (70 - 62.29)$

= 123.6046

$C = B \times 1650 = 203947.6$

Example 2: if the rate finalized for the trailer on diesel price @ 62.29 is = Rs. 200000 and diesel decreases to Rs 55/liter

Then $A = 200000 / 1650 = 121.2121$

F1 = 55

F0 = 48.14

Then $B = A + 0.25 \times (55 - 62.29)$

= 119.8546

$C = B \times 1650 = 197760.01$

For PVC calculations changes in IOCL Delhi Diesel rate after 15 days is considered. Changes in diesel rate of 1st day, 15th day and 30th of every month is considered. For February 28/29 day of month after 15th days of month is considered

2.10 STRIKES & LOCKOUT

- 2.10.1 The contractor will be fully responsible for all disputes and other issues connected with his labor. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

2.11 FORCE MAJEURE

The following shall amount to Force Majeure:-

- 2.11.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and

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other similar causes over which the contractor has no control.

If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.12 ARBITRATION & RECONCILIATION

2.12.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region). The award of the Arbitrator shall be binding upon the parties to the dispute.

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.12.2 The cost of arbitration shall be borne equally by the parties.

Work under the contract shall be continued during the arbitration proceedings

2.13 PAYMENTS

Payments to Contractors are made in any one of the following forms

All payments shall be made to the transporter through e-payment within 45 days of the submission of proper bills enclosing LR and DAN duly acknowledged by the



consignee stating that the material is received in full and good condition. The contractor shall submit the bills in duplicate immediately after delivery of goods. For e-payment, transporter has to submit the following information:

- Name of beneficiary :
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :

Note: The transporter should have capability to invest working capital up to 15-20 lakhs at a time, as our payment terms are within 45 days of submission of bills by the transporter

2.13.1 PAYMENT OF OTHER TAXES /LEVIES:

No demurrage, wharfage, ground rent, godown rent, hamali charges, labour charges, statistical charges, surcharges, unloading charges, goods tax, bridge tax, collection charges, road tax, border tax etc. shall payable to the contractor. Besides the rates as agreed in the rate contract, no claim for any extra payment will be entertained. However, Octroi/Toll tax on goods only shall be payable as per actual on production of proper receipt.

2.13.2 EXTRA PAYMENT FOR ODC /OVER WEIGHT CONSIGNMENTS:

* In case the size of consignment is larger than the Tractor size(40'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/width/ height as the case may be subject to max. of 50% of basic freight.

* In case of weight of consignment is above 25MT for Tractor (FTL), the payment shall be made on proportionate basis for weight above 25MT.

* In case the size of consignment is larger than the Open Body size(28'x8.6'x8') 10% extra of the basic freight shall be payable for each & every feet and part thereof in length/width/ height as the case may be subject to max. of 50% of basic freight.

* In case of weight of consignment is above 09MT for Open Body (FTL), the payment shall be made on proportionate basis for weight above 09MT.

* In case the size of consignment is larger than the vehicle size(LPT truck 15MT Size 22'x7.6'x7.6' , LP Body ,9MT Size 19'x7'x7') 10% extra of the basic freight shall be payable in each direction and part thereof in length/width/ height as the case may be subject to max. of 20% of basic freight.

* In case of weight of consignment is above capacity for the Vehicle (FTL), the payment shall be made on proportionate basis for weight subject to max. of 50% over the Capacity of the vehicle .

2.14 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.16 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business

dealings with them in line with BHEL guidelines issued from time to time.



ANNEXURE-1**PRE-QUALIFICATION CRITERIA**

SCOPE OF WORK	Transportation of Consignments from BHEL-Rudrapur to Punatsangchhu site including custom/sales tax clearance at Indo-Bhutan Border & with intermediate storage facility in Bhutan for 6X200 MW PHPA – I & II	
TENDER NO	CFP/CDC/2020-21/01	
	PRE-QUALIFYING REQUIREMENTS FOR BIDDERS:	Document to be attached
1.0	VENDOR SHOULD HAVE AVERAGE FINANCIAL TURN OVER OF MINIMUM Rs. 13.76 Lacs PER ANNUM FOR LAST THREE FINANCIAL YEARS ENDING 31-03-2020. VENDOR SHOULD SUBMIT AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS ENDING 31-03-2020. IN CASE AUDITED FINANCIAL STATEMENT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENT SUBMITTED BY BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.	Copies of Audited annual Account i.e. Balance sheet for financial year i.e. 2017-18, 2018-19, and 2019-20 or CA certified turn over Figure
2.0	VENDOR SHOULD HAVE EARNED NET PROFIT IN AT LEAST ONE YEAR DURING LAST THREE FINANCIAL YEARS ENDING 31.03.2020. VENDOR SHOULD POSSESS POSITIVE NET WORTH AS ON 31.03.2020	Copy of Profit & loss account for Financial Year i.e. 2017-18, 2018-19, and 2019-20
3.0	THE VENDOR SHOULD HAVE A VALID PAN.	Photo copy of pan Card
4.0	VENDOR SHOULD HAVE EXECUTED TRANSPORTATION OF PROJECT EQUIPMENTS/ MACHINERY FROM INDIA TO SAARC COUNTRY BY ROAD.	Copy of Work order/PO / Letter of Intent(LOI)
5.0	IBA RECOMMENDATION: THE BIDDER SHOULD HAVE AN IBA RECOMMENDATION VALID ON THE DATE OF OPENING OF TENDER AND SHALL ALSO ENSURE THAT THE SAME IS VALID THROUGHOUT THE CURRENCY OF THE CONTRACT.	Letter From IBA. Approval Valid on date of tender opening and shall also be ensured the same shall be available throughout contract

Note: - Bidders must qualify above pre qualification requirements given against each criteria with documentary evidence wherever required. Bids of those bidders who do not meet any of the above listed pre qualification requirement will be rejected.

PRICE SCHEDULE FOR TWO YEAR RATE CONTRACT
FOR FTL TRANAPORTATION OF GOODS FOR BHUTAN
PROJECT

VEHICLE TYPE	VEHICLE SIZE(LxBxH in Feet)	CAPACITY	DISTANCE SLAB(Km.)	Rate per Vehicle	VEHICLE QTY.
				Base RATE IOCL, Delhi Diesel rate dt.30.04.20 Rs. 62.29	
PHPA-I & PHPA II					
TRAILOR	40'X8.6'X8'	25 MT	1650		4
OPEN BODY LP TRUCK	28'X8.6'X8'	9 MT	1650		9
LPT TRUCK	22'X7.6'X7.6'	15 MT	1650		10
LP BODY	19'X7'X7'	9 MT	1650		10
TOTAL Basic Value (Rs.)					

BB

Special Conditions of Contract

1.1 General Information

PHPA is setting up 6X200 MW Hydro-electric Power Plant at Punatsangchhu, Bhutan. Bharat Heavy Electricals Limited (BHEL) has been awarded EPC contract for this power plant. Punatsangchhu HEP is a green field project. The present order is to install 6 Units of 200 MW each in phase –I and phase-II. The project has made initial advancement & presently enabling jobs have started.

The location & other details of Punatsangchhu HEP site is as under:

Site Address:

PUNATSANGCHHU-1 and PUNATSANGCHHU -II HYDRO ELECTRIC PROJECT SITE,
WANGDUE PHODRANG DZONGKHAG, BHUTAN

The Road network to project site in Bhutan shall be as follows: Phuentsholing – Gedu - Chukha-Cimakoti - Tanalum - Damchu- Chuzom - Semtokha- Hongtsho- Dochula-Lamperi – Lumitsawa – Mendrelgang - Mitshina-Project site. The distance between Phuentsholing and Project site is 256.8KM.

Further to the information's given in this section, Bidders are also advised to visit the project site and collect data on local road conditions.

1.2 Intent of specification

This specification is intended to cover (A) Transportation of all materials (Busduct, BOI and its hardware) from BHEL-Rudrapur to Phuentsholing (B) custom clearance of all the export consignments reaching Phuentsholing Border from BHEL-Rudrapur & (C) transportation of all the consignments with or without Storage in Bhutan to Punatsangchhu site including construction/arrangement of suitable storage facility at Phuentsholing or nearby area in Bhutan. There are four type of vehicle to be required for dispatches of material (BusductIPBD, BOI ,Structure and hardware) from BHEL Rudrapur.

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1. Mechanical Tractor 25 MT (FTL) Normal Size 40'x8.6'x8' **2.** Open Body LP Truck (9MT) Normal Size 28'x8.6'x8' **3.** LPT truck 15MT Size 22'x7.6'x7.6' **4.** LP Body 9MT Size 19'x7'x7'

Transportation of OD consignment from Rudrapur Unit to Indo-Bhutan border (Jaigaon/ Phuentsholing), custom clearance of OD consignments at Bhutan Border, Storage of consignments at storage place at Phuentsholing or nearby area in Bhutan if required.

2.1 Scope of work

BHEL is supplying Power Plant Equipment for 6 X 200 MW & 6X170mw **Punatsangchhu Hydro-Electric Power Plant, Punatsangchhu, Bhutan.** All the Consignments shall be transported from BHEL Rudrapur to Punatsangchhu project site after custom clearance at Indo-Bhutan Border with intermediate storage of Busduct ,BOI and its hardware consignments at Phuentsholing or nearby area in Bhutan. Its consignment will be dispatch from BHEL Rudrapur through following vehicle throughout the year. The contract shall be of one year.

1. Mechanical Tractor 25 MT (FTL) Normal Size 40'x8.6'x8' (4 Nos. approx.)
2. Open Body LP Truck (9MT) Normal Size 28'x8.6'x8' (9 Nos. approx.)
3. LPT truck 15MT Size 22'x7.6'x7.6' (10 Nos. approx.)
4. LP Body 9MT Size 19'x7'x7' (10 Nos. approx.)

The "Scope of work" shall be on the basis of bidder's seamless responsibility completely covering the obligations, responsibility and work / service covered under this Tender whether implicit or explicit. Bids not covering the entire "Scope of work" shall be treated as incomplete and shall be liable for rejection.

The scope of work will consist of but may not be limited to the following indicated jobs:-

2.1.0 The scope of work will be

- (i) Transportation of consignments from BHEL-Rudrapur to storage area at **Phuentsholing** or nearby area in Bhutan after clearances like custom, sale tax

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etc at Indo-Bhutan Border & further transportation of all the consignments from storage area to Punatsangchhu site after clearance from BHEL and hand over the materials to BHEL project site.

(ii) Construction / Arrangement of storage facility of at least 400 sq.-meter open area storage of materials at **Phuentsholing** or nearby area in Bhutan. Unloading / Loading, Handling/ transshipment, storage & preservation of consignments as per the guidelines of BHEL.

2.1.1. Custom clearance :

The following jobs are to be carried out by the agency through reputed CHA, who has experience in handling Engineering goods, aware of custom procedures and familiar with clearance under project Imports/Exports for custom clearance of export items like busduct,Boi and Its hardware.

You have to provide to BHEL, the name & details of CHA(Customs House agent) and other agencies deputed for custom clearance of the consignment at Indo-Bhutan Border.

BHEL will arrange all the documentation required for custom clearance like invoice, packing list etc. The Contractor will have to collect the export documents like invoice & packing list from BHEL Rudrapur office and file the same with **Jaigaon / Phuentsholing** customs. The Contractor will also be responsible for permissions and necessary co-ordination with BHEL Rudrapur for examination/ endorsement by Local Excise and sealing for export if required. **Excise clearance will be done by BHEL - Rudrapur.**

Status of Custom clearance of consignment at indo Bhutan Border at **Jaigaon / Phuentsholing** should be informed separately to the BHEL site on daily basis.name along with contact details of the liasoning personnel.one each for Indian &Bhutan side, engaged for this job at transit point should be submitted to the BHEL site prior to the receipt of first consignment at Border.

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Contractor have to ensure that the consignment have to be custom cleared at Indo-Bhutan Border within 180 days from date of excise Invoice copy of respective consignments.

- 2.1.1.1. Contractor will also complete all vehicle/trailer related custom formalities, if any.
- 2.1.1.2. Complete customs activity at the Bhutan border/ entry point will have to be done in advance by the transporter so that the truck/ trailers carrying cargo are not detained anywhere. The detention of truck/ trailers is not payable at this point. The other activities include:
- a) Endorsements from customer of any form required for customs clearance at Jaigaon / Phuentsholing border.
 - b) Collection of duty, VAT, AIT, DSC from customer and payment to customs if any.
 - c) Collection of D.O. from the shipping/transport company, if required.
 - d) All Customs Clearing activities from Bhutan/Indian customs.
 - e) Co-ordination with site in charges for receipt of material.
 - f) Endorsement of original ARE-1/ export invoice and other documents by customs.

Contractor has to submit custom endorsed ARE-1 invoices to the BHEL Rudrapur within 15days of the custom clearance of the consignments. In case of default or attracting penalty from customs and central excise office ,the same will be attributable to contractor and the amount is to be recovered fro contractor bill.

- 2.1.2. Compliance of statutory & other related implications will be to the Bidder's account. The Contractor will have to follow all local Transportation and other rules/ acts in India and in Bhutan in transporting the cargo without any liability to BHEL and indemnify BHEL towards any mishap/claims while undertaking the work
- 2.1.3. Carry-out the survey of



a) Area for construction / Creation of storage place at Phuentsholing or nearby area in Bhutan.

b) Contractor shall acquaint himself about the route and requirement for transportation of Bus duct items from BHEL Rudrapur to Punatsangchhu – I HEP in Bhutan.

Preliminary route survey from BHEL Rudrapur to Punatsangchhu site shall be carried out by contractor.

2.1.4. The Contractor will be responsible for arranging appropriate vehicles - Trucks/ mechanical trailers/ Taurus to carry the expected consignments to be loaded at storage area in Bhutan. The vehicle to be used for overseas land transportation will be as per permission and laws in **Bhutan**. Transporter will also ensure proper securing/ lashing of cargo on Trucks/ Trailers and safe Transportation till the site.

2.1.4.1. The Contractor will be responsible for all necessary permission for driver/ person to visit Phuentsholing, Punatsangchhu project site in Bhutan and road transportation permit by Road Safety and Transport Authority for the transportation of project cargo to the site.

Permission for work permit in Bhutan for Indian Origin personnel working for contractor will have to be obtained by contractor at least 15 days in advance and necessary assistance ,if any, will be provided by Site In-charge/BHEL for further possessing through PHPA-1& PHPA-2.This will be processes based on submitted organization chart to BHEL.Expenditure,if any, in this regard shall have to be borne by contractor.BHEL will have the right to retain the original Work permit,if required.

2.1.4.2 Contractor have to take care of transshipment of consignment at Border for transferring from Indian vehicle to Bhutanese vehicle, for which necessary transit area/storage may be required. The arrangement will be in contractor scope. Contractor have to provide to BHEL the address of area for transshipment of the consignment from Indian truck/vehicle to Bhutanese Truck/Vehicle for transportation of consignment in Bhutan after custom clearance. Any permission required for same has to be obtained by contractor for local authorities. The address of area for transshipment has to be informed by contractor after placement of order but before start of transshipment.

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2.1.4.3 Ensure appropriate preservation & maintenance including packing/repacking etc of consignments, as required, during transit, transshipment etc. As per BHEL guidelines till receipt of consignment at site. Contractor shall follow all instruction of BHEL's site Engineer in this regard.

2.1.5. Storage of consignments of Bus duct, BOI & its Hardware shall be in the Bidder's scope.

2.1.5.1. The Contractor to have their own/ hired storage facility at **Bhutan** border for intermediate storage of consignments along with suitable facilities to unload and load the cargo. Bidder will be fully responsible for all legal and financial transaction with the owner of land for construction/creation of storage. Proof of ownership / lease / hiring of land for storage as per storage specification must be submitted to BHEL. Address with photograph of intermediate storage space to be informed to BHEL after award of contract but before start of transshipment.

2.1.5.2. Storage Specification:

- (a) Total storage area will be measuring tentatively 400 Sq. Meter open area.
- (b) Gate for Entrance: Provision of entry gate suitable for truck/trailer/crane/hydra to enter.
- (c) Fencing: Barbed wire/Chain link (height at least 1.25 meter).
- (d) To prevent water logging around/in storage area.
- (e) Round the clock Security arrangement with security post at the gate of store from registered security agency of Bhutan.
- (f) the stacking the material should be kept on leveled surface and at least with 6" clearance from soil using steel/ wooden / concrete sleepers or stools/ pedestals.
- (g) Arrangement of necessary Material Handling Equipment/facility with manpower, T & P along with.
 - (i) One no of Hydra of 5T/10T capacity for loading and unloading during transshipment.
 - (ii) Any other material handling equipment, T & P required for handling listed items as per tender.

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- (h) The surfacing of total store area to be made suitable for easy movement of crane during all season.
- (i) Land for intermediate storage should be away from land slide area and should not be adjacent to water source like river etc. so that any effect of natural calamities like flood etc, if any, can be avoided.
- (j) The storage facility will be maintained up to Contract duration..

2.1.6. Ensure appropriate storage & preservation including maintenance, packing/repacking etc of consignments, as required, during storage, transit & Transshipment etc.

2.1.7. Transfer/Transshipment of the Bus duct items during loading/unloading on to / from the trailer, properly placing/ holding/tying/fastening/lashing/securing the consignment on the Trailer including arranging material for tying/fastening/lashing/securing shall be in Bidder's scope wherever required including at storage area. The Contractor shall be responsible for safe transshipment of consignments from the Indian Registration Truck/ Trailers to **Bhutan** Truck/ Trailers using appropriate cranes/ equipment.

2.1.7.1. The Contractor shall be responsible for registration of the contract with the **Bhutan** Authorities for all types of taxes to be paid by the transporter for the work done by them/ agents in **Bhutan**.

2.1.7.2. The Contractor shall be responsible for getting endorsements on the relevant documents from relevant authorities, including BHEL Site representatives, upon delivery of the cargo is to be obtained. The consignments are to be delivered at the designated place at site.

2.1.8. Arrange suitable Security/Escort/Watch and Ward in adequate numbers at the storage and en-route from starting point to the destination point at Punatsangchu site during intermediate storage.

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- 2.1.8.1. Arrange necessary Material Handling Equipment/facility, suitable manpower and illumination for safe loading / unloading / handling of Consignments at storage / anywhere en-route / contingency purpose etc.
- 2.1.9. BHEL representative reserves the right for inspection of any or all operation during transportation, loading/unloading/trans-shipment/storage /preservation/packing/repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
- 2.1.10. Obtain necessary permissions/clearances from all concerned Authorities both in India & Bhutan for transportation of all the consignments.
- 2.1.11. Obtain all required clearances / permit from all governmental / non-governmental authorities(In Bhutan or In India) e.g. NHAI, PWD/CPWD, State Electricity Board, Railways, Communication Department, P&T, Traffic, Police Department or any other authority, including private parties / persons/ organizations for transportation of all the consignments .
- 2.1.12. Arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment till delivery at site including at storage.
- 2.1.13. In case of any damage/disruption to the consignments ,the bidder will ensure appropriate action for retrieval / recovery.
- 2.1.14. Coordinate damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 2.1.15. Transporters shall ensure that the consignments are tracked continuously and a daily position of the consignment is provided to BHEL.

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- 2.1.16. Priority of dispatch of consignments shall be given by BHEL.
- 2.1.17. T&Ps and trailers/Vehicle to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government /road transport authorities for the proposed use.
- 2.1.18. Bidder shall ensure that all the consignments is properly lashed / bedded /secured during handling, storage, loading and transportation. Bidder shall not be relieved from any responsibility thereof. The representative of BHEL shall have the right to stop Bidder in case of unsafe operations or for such operation which may lead to unsafe operation.
- 2.1.19. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 2.1.20. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point till safe delivery at Punatsangchhu site and taking over by BHEL or their authorized representative there at site.
Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from Starting point to Punatsangchhu site. However, Project Insurance will be taken by BHEL for the entire cargo.

If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 2.1.21. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to non compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
- 2.1.22. Bidder shall depute at least one competent person with all communication aids (e.g. mobile, fax, e-mail etc) at the following places: BHEL Rudrapur, Warehouse,

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Storage location in Bhutan & Site, to ensure proper coordination of logistics for the entire duration of the Contract.

2.1.23. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities which may cause delay in transportation. In the event of such occurrence, Bidder shall be responsible for any penalties levied and shall pay from their own account. Payment of ODC /overweight as per clause No. 2.13.2 of GCC.

2.1.24. Bidder should be well informed about the procedural and documents requirement for such works.

2.1.25. Bidder to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road.

2.1.26. Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/trailer/truck/any other equipment required for execution of the job.

2.1.27. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.

2.2. Inputs from BHEL/Customer :

1. Loading of Consignments at BHEL Rudrapur Works and unloading at site stores will be in BHEL scope, and loading & unloading at intermediate storage in scop of Bidder .

3.1 . Price Schedule

Bidder shall quote price in the format enclosed as "**Annexure - II**" for the scope of work specified in this document.

3.2 Terminal points

It will be the seamless responsibility of bidder to act as single point agency for complete scope of work whether implicit or explicit. Bidder shall remain responsible and liable for all the services and work after the cargo is lifted from the starting point till material is delivered at site.

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3.3

Payment terms:

3.3.1

All payments shall be made to the transporter through e-payment within 45 days of the submission of proper bills enclosing LR and DAN duly acknowledged by the consignee stating that the material is received in full and good condition. The contractor shall submit the bills in duplicate immediately after delivery of goods. For e-payment, transporter has to submit the following information:

- Name of beneficiary:
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :

Note: The transporter should have capability to invest working capital up to 15-20 lakhs at a time, as our payment terms are within 45 days of submission of bills by the transporter.

3.3.2

Storage with material handling/ lighting & Security arrangement:

Storage payment of Monthly rental will be paid from date of readiness of Storage to receive consignments. The readiness of store will be certified by BHEL Engineer. Storage cost included in estimate.

3.3.5

Your any income tax liability at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with law shall be furnished to you at your written request to BHEL.

3.3.7

Payment for a particular consignment, reached at site, will not be released until and unless the damage/shortage certificate, if any occurs in that consignment, is not received by BHEL

3.4.

Insurance

BHEL has taken Comprehensive marine cum transit, storage insurance policy for the total Project cost. However, Bidder shall take at his own cost Third party insurance and suitable insurance policy for his own men and material. Please note that these insurance policies shall be taken in consultation with the BHEL, and a copy of the insurance policy shall have to be furnished to BHEL within 30 days of the date of Notification of Award. For all the

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insurance policies (whether taken by the BHEL or Bidder), the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the BHEL.

3.5. Effective Date

Effective date of the Contract shall be date of Work order.

3.6 Time for Completion

3.6.1 The duration of contract shall be 24 Month from start of work. If required, the contract may be

Extended for a mutually agreed period on existing terms and conditions.

3.6.2 The following time schedule (Maximum) for transportation of consignments including all clearance like customs, sales tax etc. at Indo-Bhutan border shall be adhered to :

(a) Transit period from BHEL-Rudrapur to Punatshangchhu site – 60 days

(b) Transit period from BHEL-Rudrapur to intermediate storage at Bhutan – 35 days

(c) Transit period from intermediate storage area at Bhutan to Punatshangchhu site – 25 days

3.6.3 For the purpose of computing the delivery time the date of LR (for road transport) or actual date of exit from plant according to exit gate pass (Whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee, the actual date of receiving the consignment at destination as per the entry gate pass shall be taken as a delivery date provided the detention at destination is certified by the consignee/BHEL officer. In case of intermediate storage due to site's clearance from custom clearance date, duration of storage will not be counted on transit time. Duration of storage will be considered on the basis of store register for entry & exit record of consignments, custom clearance date and site clearance date.

3.7 Termination of Contract

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However, BHEL reserve the right to terminate the Contract at any time & without assigning any reason thereof giving one month notice in writing of their intention to do so and the contractor shall not be entitled for any compensation by reason of termination

3.8

Settlement of dispute

Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the BHEL Rudrapur a written appeal by the Contractor to BHEL Rudrapur whose decision shall be final to the parties hereto.

Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause 3.10 below.

3.9

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor, arising out of the Contract for the performance of the Works, whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the contract, same shall be referred to the sole Arbitration of CFP, Bharat Heavy Electricals Limited, Rudrapur or to a person appointed by them for that purpose. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act-1996. Venue of such arbitration shall be Rudrapur.

3.10

Governing Laws and Jurisdiction

This Contract shall be governed by and construed in accordance with the Laws of India.

The courts at Rudrapur shall have exclusive jurisdiction for settlement of any dispute arising out of execution of this contract.

3.11

Liquidated Damage :

- (a) Subject to force majeure, if contractor fails to adhere time-schedule given as per clause no. 3.6.2, Clause of SCC BHEL shall have the right to recover as liquidated

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- damage (LD) for transportation of each consignment a sum equivalent to 2% of the freight for direct delivery or proportionate freight value payable at each stage of payment (BHEL-MU to storage/ Storage to site) per week of delay or part thereof.
- (b) Apart from above, in case due to non-readiness of any activity in time essentially required for successful execution of the contract, the delay occurs in total completion of the contract as per clause no. 3.7.1, BHEL shall have the right to recover liquidated damages (LD) @ 0.25% of contract price for delay of each week or part thereof.
- (c) The total liability (a) + (b) for such delay shall not in any case exceed 10 % (ten percent) of the contract price

3.12 TAXES AND DUTIES :

1	TDS under Income Tax if applicable , shall be deducted at prevailing rates on gross invoice value from the each bill.
2	All taxes (except Service Tax including Educational Cess and other cess, if any) , charges royalties, duties, Octroi, any state or central levy and other taxes for materials obtained for the work and for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any Increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted rates/ price of the bidder shall be inclusive of all such requirements.
3.	GST Applicable as per Govt. rules
4	New tax & duties, if imposed subsequent by statutory after submission of tender & authority during contract period (including extension, if the same is not attributable to the contractor), shall be reimbursed by BHEL, on production of relevant supporting document to the satisfaction of BHEL, Rudrapur. However, vendor shall obtain prior approval from BHEL, Rudrapur depositing new taxes & duties.

3.13 CERTIFICATE TOWARDS COMPLETION

The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL. The decision of BHEL in this regard shall be final and binding on the contractor.

3.14 OVER RUN COMPENSATION:

Not applicable.

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3.16

Miscellaneous: In case similar clauses are found in both GCC & Tech. spec/SCC, the respective clause of Tech. spec. /SCC will prevail.

Responsibility of the Bidder

4.1

Manpower

1. Bidder shall arrange for workers of all categories i.e. highly skilled specialists, semi skilled and unskilled/helper worker and supervisors etc.
2. Bidder shall submit the organization chart showing adequate staffing in all the areas.
3. The bidder shall arrange food, accommodation, transportation etc of his own and his sub-contractor's staff and workers.

4.2

Tools & tackles and consumables

1. Bidder shall submit the deployment plan of skilled / semi-skilled manpower (along-with names and profiles and contact nos.), tool & plants, material handling equipment, consumable and hardware etc along with bid. It is required to assess the capability of bidder. However, it is the responsibility of the bidder to provide any additional number of the manpower and tool and tackles etc. required at work places over and above those specified in deployment plan in order to complete the work in timely and safe manner.
2. Arranging suitable wooden, steel and concrete sleepers, pedestals, stools, rollers slings, ropes, hooks etc. required for receiving, transporting, unloading and storage, if any of the said cargo.
3. All T&P including special tools & tackles, trailers and trucks, barges etc required to carry out the work will be arranged by the bidder at his own cost.
4. Bidder on his cost shall arrange all consumables and work shall not be allowed to suffer due to lack of any consumable. BHEL or their authorized representative reserves the right to procure the required consumables / get the work done by some other agency at the risk and cost of bidder in order to complete the work in timely and safe manner.
5. Contractor shall not be paid any charges for mobilizing /demobilizing any particular T & P.
6. Bidder shall provide the list of equipment owned or hired by them, key manpower and the mobilization plan for equipment / manpower.
7. All T&P, lifting tackles & pulling devices to be deployed by the contractor must bear valid/latest test certificates for their suitability, and documents shall be preserved at site.

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4.3 Liability

1. Bidder shall continue to be fully liable for loss and or damage to the cargo till the same is handed over the BHEL or their authorized representative.
2. Liabilities of the bidder according to obligatory laws remains unaffected and bidder will remain responsible for settlement of claims of third parties which have suffered damage either due to the bidder, his employees, associates or sub-contractors.
3. Labour utilized by the bidder for handling any work under the contract either in the premises, or elsewhere shall be treated as the employees of the bidder and BHEL shall have no liability whatsoever in this regard. The bidder shall comply with all statutory requirements, government regulations etc. in this regard. The bidder shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of the bidder to comply with this clause and / or any injuries/damages suffered by the workmen.

4.4 Safety and Security

For safety of third parties, vehicle insurance, the bidder shall satisfy BHEL or their authorized representative that workman compensation insurance coverage / third party insurance policy for adequate value is taken before starting of the work and also satisfies BHEL or their authorized representative that the policy is kept in full force till the contract is completed.

Bidder shall provide escort (with communication aids) to the goods on trailer or truck during transportation till the BHEL receives the cargo.



4.8.1	TRAFFIC REGULATIONS & REQUIREMENTS.
4.8.1.1	The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises
4.8.1.2	The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises
4.8.1.3	The transporters will ensure that all vehicles used for the transportation of consignments are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
4.8.1.4	It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles
4.8.1.5	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 except in exceptional circumstances.
4.8.1.6	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.
4.8.1.7	Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
4.8.1.8	Transporters shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
4.8.1.9	All drivers/concerned staff related to the transportation activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
4.8.1.10	Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety
4.8.2	ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE :
4.8.2.1	The transporter shall arrange required permits from RTO or other concerned authorities in India as well as Bhutan 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.
4.8.2.2	The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies or from Govt. of Bhutan necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before

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	the consignment is loaded.
4.8.3	PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT
	To ensure safe transit, the consignment loading shall be done in BHEL ware house. The transporter shall ensure the following:
4.8.3.1	Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition
4.8.3.2	That good quality lashing ropes in sufficient numbers, 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; the same should be got certified by BHEL authority.
4.11.3.3	Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises / port of Origin / Port of Discharge or en-route wherever required..
4.8.3.4	Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.
4.8.4	SAFETY OF CONSIGNMENT
4.8.4.1	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.
4.8.4.2	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.
4.8.4.3	The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
4.8.4.4	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.
4.8.4.5	Transporter shall auction no 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.
4.8.4.6	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, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to &fro freight will rest with BHEL. Since the consignments are imported, the vendor will seek guidance from BHEL about the address of consignor to whom the materials are to be booked.
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4.8.5	STATUTORY OBLIGATIONS OF TRANSPORTER:
4.8.5.1	The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation in India as well as Bhutan for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
4.8.5.2	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.
4.8.5.3	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.
5.4	Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
4.8.6	TRANSSHIPMENT:
4.8.6.1	In all cases of trans-shipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
4.8.6.2	For all trans-shipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
4.8.6.3	Any trans-shipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
4.8.6.4	Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage and send back to BHEL free of charge.
4.8.6.5	Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.
4.8.6.6	Vehicle carrying consignment on full truckload [FTL] basis shall not carry any other FTL consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.
4.8.7	PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS

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4.8.7.1	The vehicle will be normally required to report to BHEL-Rudrapur plant as required to receive the material. The transporter should provide the vehicles normally within two (2) days for truck, three (3) days for mechanical trailers from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading consignment. The exit timings shall be generally upto 6.00 PM on working days.
4.8.7.2	The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.
4.8.7.3	The vehicle(s) required to be deployed under this contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to BHEL and such damage/losses shall determined by BHEL at its sole discretion.
4.8.7.4	In case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its discretion on the transporter after 24 hours, this shall be deducted from their running bills for each day of delay for maximum one week.
4.8.7.5	Transporter failing to place vehicle(s) required within the period intimated at Manufacturing units of BHEL or customer sites/supplier/sub-contractor's works and storage area as required will be considered as a defaulter and business loading on them could be suspended temporarily. Repeated failures in placing the vehicles may lead to stoppage of business loading and even cancellation of the contract
4.8.7.6	If the vehicle is not placed within the two days beyond the indicated placement date of vehicle as per clause 4.8.7.1, BHEL is at liberty to recover Rs.500/- per day for truck, Rs 1000/- per day for mechanical trailer and from transporter's bills.
4.8.8	CONSIGNMENT WEIGHT/MEASUREMENTS
4.8.8.1	In case there is, a possibility/need to mix the trailer and truck consignments for a destination, then to optimize loading and utilize the trailer capacity the same shall be resorted to by BHEL.
4.8.9	CONSIGNMENT NOTE CERTIFICATION:
4.8.9.1	The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of despatch by the consignor / customer: (i)Registration No(s). of the vehicle(s).

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	ii) Weight, dimensions and No. of the packing cases iii) Name & address of the consignor with specific destination. iv) Description of the consignments with BHEL Purchase Order (PO) reference. v) Distance to destination in KM and rate of freight, if any. vi) Despatch Control Record entry No. and reference to all other relevant information of Despatch Advice Note, Excise Invoice, and Way Bill/Permit etc. vii) Freight details and consignment value.
4.8.10	TRANSIT INSURANCE
4.8.10.1	Transit insurance of the consignment under transportation by the transporter will be responsibility of BHEL/Consignee as the case may be. However, transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
4.8.10.2	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 Carriers Act, 1865 as amended upto date.
4.8.10.3	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.
4.8.10.4	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.
4.8.11	VEHICLE MOVEMENT REPORTING
4.8.8.1	The transporters shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephone/STD phones/Roaming cell phones, e-mail, or any other mode desired by BHEL at regular intervals.
4.8.8.2	For consignments carried by trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.
4.8.12	DETENTION, DEMURRAGE, WHARFAGE & STORAGE:
4.8.12.1	Except as provided in "Special Terms & Conditions"; no detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.
4.8.13	TRANSIT PERIOD:
4.8.13.1	The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period as given under "Special terms & conditions"
4.8.13.2	Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to
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	them by BHEL.
4.8.13.3	For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on weekly basis.
4.8.14	DESPATCH DOCUMENTS
4.8.14.1	While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz. i. Dispatch Advice Note/Challan, ii. Excise Invoice (Pink/ Duplicate). iii. Driver /Lorry/Destination Copy of LR . iv. Consignee Copy of LR for door delivery, v. Road Permit/Waybills etc. wherever applicable, vi. SMIV/PMIV/ARE/Excise Gate Pass, wherever applicable. Since the consignments are imported, Document – RDA (Road Dispatch Advice) – will be provided in place of above mentioned documents in addition to documents received along with cargo.
4.8.14.2	The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
4.8.14.3	In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim Mod vat) and any other documents to BHEL and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
4.8.14.4	Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
4.8.14.5	All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.
4.8.15	ESCORT: Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.
4.8.16	DELIVERY & ACKNOWLEDGEMENT:
4.8.16.1	The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the

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	material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
4.8.16.2	All door delivery consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments.
4.8.16.3	The consignee copy of the LR shall be surrendered by BHEL only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
4.8.16.4	No other miscellaneous charges will be paid against such consignments irrespective of nature of booking including go-down delivery consignments.
4.8.16.5	In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
4.8.16.6	The transporter will be bound under the contract to give shortages/ damage/open delivery/ joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
4.8.16.7	The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
4.8.16.8	Transporters shall ensure submission of damage/shortage/loss certificate immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the "acknowledged copy" of the certificate on freight billing.
4.8.16.9	In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL. • No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
4.8.17	Detention :
4.8.17.1	Detention charges for vehicles detained at Site shall be as follows – a) For first Two days from the date of reporting at site : NIL b) Beyond Two days: Rs 1000/- per day for truck, Rs.2000/- per day for mechanical trailer, including prime mover (For each additional day).

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c) The detention charges shall be limited to 10% of the Freight amount.

d) The period of detention shall be certified by the Consignee/Customer/BHEL Site-Incharge
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Bidder shall be responsible to ensure the fitness & certification of T&Ps, barges, trailers etc. T&Ps with adequate capacity, size and with proper certification only shall be allowed to be used. Bidder shall deploy only trained & licensed driver(s), for the purpose intended.

5.5 Lien over Goods

Bidder, its associates, its authorized agencies, its sub-contractors or any of its employees and workers shall have no lien whether general or special over the goods entrusted by BHEL in respect of any amount due to them in connection with the goods or any services rendered in relation to the carriage or custody of the goods.

5.6 Inputs :

All the inputs like construction / maintenance power, water etc. and all the other infra structural & operational requirements will be in scope of the contractor for successful execution of job unless specifically mentioned otherwise in the tender.

5.7 Project Organization :

The contractor shall maintain a project organization of adequate strength in respect of manpower, construction/Transportation machinery and other implements at all time for smooth execution of the contract headed by a competent manager for project operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of PROJECT-IN-CHARGE with individual bio-data indicating various levels of experts/experienced persons to be posted for execution of job. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.

6.0 DISTRIBUTION OF WORK

BHEL reserves the right to enter into Rate Contract agreement with more than one techno-commercially accepted party(s) at L-1 rates. In such case, the original L-1 bidder in each segment will be assured **minimum 40%** of total work subjected to performance and capacity assessed by BHEL from time to time. In each segment, work shall be awarded to maximum 05 nos. transporters only – one L-1 bidder & other 04 transporters shall be selected through the process of Counter-offer as per the following manner:-

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- (a) At first, L-1 rate in each segment will be counter-offered to L-2, L-3, L-4 & L-5 bidders (barring the H1 bidder of the segment). On acceptance of counter-offered L-1 rate by these 04 bidders, work shall be awarded to all these 05 transporters (including L-1 bidder) with work allocation as per the following Table.
- (b) If any bidder from L-2 to L-5 (to whom L-1 rate was counter-offered), do not accept the counter-offered rate, then L-1 rate will be counter-offered to next bidder in the hierarchy (barring the H1 bidder in the segment).
- (c) The process is repeated till we get 04 nos. of transporters who accept counter-offered L-1 rate. (excluding L-1 bidder)
- (d) If even after following the above process, we do not get adequate no. (05 nos. including L-1 bidder) of transporters, who accepts L-1 rate, then work shall be distributed as per the following table:-

Total No. of Bidders accepting L-1 rate (including Original L-1 bidder)	Work Distribution (%)				
	L-1	L-2	L-3	L-4	L-5
1	100				
2	60	40			
3	50	30	20		
4	45	30	15	10	
5	40	25	15	10	10

(c) SELECTION OF BIDDERS FOR COUNTER-OFFER (in case Reverse Auction is done to arrive L-1 rate)

1. For those segments, where no. of participants during Online RA is more than or equal to 5, L-1 rate be counter offered to the bidders chosen from hierarchical list of online RA.
2. For those segments, where no. of participants during Online RA is less than 5, L-1 rate will be counter offered to all online RA bidders & balance bidders chosen from hierarchical list of Sealed bid participants so as to maintain at least 5 parties wherever possible.

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Tentative Vehicle requirement

Following total Nos. of Vehicle and type of vehicle is required for dispatch of our Consignment

Sl No.	Type of vehicle requirement	Tentative Qty of Vehicle (Nos.)
1	Trailer (25MT) --- Size 40'x8.6'x8'	4
2	Open Body LP Truck Size 28'x8.6'x8'	9
3	LP truck 15MT Size 22'x7.6'x7.6'	10
4	LP Body 9MT Size 19'x7'x7'	10

Note: Quantity of Vehicle may increase or decrease as per actual requirement.

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