



## INVITATION TO TENDER

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**Ref: OS/SC/2023-24/69/48**

**Date: 27.09.2023**

**Sub:** Point to point transport contract for transportation of raw materials/ Semi-Finished goods from BHEL HPVP Vizag to Lova garden Site – Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

| SL. NO. | NAME OF THE WORK  | CONTRACT PERIOD |
|---------|---|-----------------|
| 01      | Point to point transport contract for transportation of raw materials/ Semi-Finished goods from BHEL HPVP Vizag to Lova garden Site | 1 year          |

### 1.0 **ELIGIBILITY CRITERIA:**

- I. Average annual turnover of the contractor duly certified by a practitioner-chartered accountant during the last 3 years ending 31<sup>st</sup> March 2023 should be ₹ 16.04 Lakh).  
Tenderer should enclose PAN, GSTIN New registration no., Income tax returns for last three years (**AY2020-21, 2021-22 & 2022-23**) and **Profit & Loss account and Balance Sheet** certified by the Practicing Chartered Accountant for the last 3 years.

- II. The Contractor should have experience of completing similar works during the last 7 years ending 31<sup>st</sup> Aug 2023 as given below: -

- (a) Three similar completed works costing not less than the amount equal to. ₹ 21.39 Lakh each  
OR  
(b) Two similar completed works costing not less than the amount equal to ₹ 26.74 Lakh each  
OR  
(c) One similar completed work costing not less than the amount equal to ₹ 42.78 Lakh

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means that the bidder should have executed transportation contract, transporting primarily of prefabricated materials by trailers/truck.

- III. The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV. The Transporter should have an IBA recommendation number on the date of opening of Tender. Whoever freshly applied for IBA recommendation and not got the IBA approval number is not eligible for participating in this enlistment process / price bid.
- V. The bidder shall have **2 own trailers** capacity not less than **25 MT and Hydraulic Axles of capacity not less than 80MT**. Copy of R.C. Book (Self-certified) first page mentioning name of vehicle owner to be submitted.
- VI. **Note:** The carriers who are having Trailer/s in the name of their company (public limited/ private limited company) or in the name of partners (in the case of partnership firm) or in the name of proprietor (in the case of sole proprietorship) only are eligible to participate in the tender.

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## **2.0 SCOPE OF THE WORK:**

Work is to be carried out as per Scope of work (Annexure-I), Special Conditions of Contract (Annexure-II), General Conditions of Contract (Works / Services) (Annexure-III) and Schedule of Items & Bill of Quantities.

## **3.0 EARNEST MONEY DEPOSIT:**

I. The tenderer shall submit EMD for ₹1,07,000/- (Rupees One Lakh Seven Thousand only) in the following forms only: -

a) Electronic Fund Transfer credited in BHEL account before tender opening (SBI Mandate form attached).

II. EMD by the tenderer will be forfeited as per NIT conditions, if:

a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes

any modification in his tender which is not acceptable to BHEL.

b) The contractor fails to deposit the required security deposit or commence the work within the period

as per LOI/ Contract.

c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

IV. EMD shall not carry any interest.

V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:

MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration / Udyog Aadhaar Registration Certificate for Micro / Small category for the above subject service along with the offer

## **4.0 CONTRACT PERIOD:**

Contract shall be valid for a period of **One Year** from date of issue of work order.

## **5.0 SECURITY DEPOSIT / EPBG:**

A. The total amount of the security deposit will be **3% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

### **B. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **3%** of the contract value may be accepted in the following forms:

a) Cash (as permissible under the extant Income Tax Act)

b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.

d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.

e) 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)

f) (**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)

**C. Collection of Security deposit:**

At least 50% of the required security deposit, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.

**D. Refund of Security Deposit:**

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

- E. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months or on closure of contract whichever is later.**

**Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.**

**6.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**7.0 TDS ON GST:**

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

**8.0 PAYMENT TERMS:**

100% Payment will be released within **45 days for Micro & Small/ 60 days for Medium / 90 days for Large Enterprises** upon submission of bills at Logistics department with all documents as given below:

- 1) Intimation Letter / mail from Logistics department
- 2) Vehicle Placement letter on transporter letterhead
- 3) Material Gate pass duly signed & stamped by M/s. BHEL-HPVP security staff
- 4) Ack. LR copy signed & stamped at customer main gate entry

Note: Ack. LR along with vehicle placement letter, Material Gate Pass duly signed and stamped by M/s BHEL- HPVP security staff & duly signed and stamped at Customer's Main Gate Entry on LR copies are considered for calculation of Detention & Transit time.

**9.0 PENALTY FOR DELAYED DELIVERY**

Delay in delivery beyond the above period as described above will attract a penalty of **1% of the freight per day** subject to maximum of 10% of the total freight payable against a particular consignment.

**However, in deserving cases, competent authority of BHEL shall have the powers to waive the penalty on case to case basis.** In such cases, the carriers should have given timely intimation in writing with the reasons which caused delay and also with supporting documentary evidence.

If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the Head of Logistics department, Visakhapatnam will be the basis for calculation of penalty.

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

Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

**PENALTY FOR NON PLACEMENT OF VEHICLES**

The transporter should place vehicles within 24 Hrs. from the date of intimation by Head of Logistics department. If the transporter fails to place the trailer in stipulated time, **penalty** for delayed period is of **1% of freight per day per trailer subjected to maximum of 10% of Work order value.** Abnormal delays will be viewed seriously.

**If consignments are transhipped without prior permission will be viewed seriously. It may lead to penalty up to maximum of 25% of freight.**

**Free Time:** 1 day for Loading and 1 day for un-loading for each mechanical trailer in view of site formalities and 4 days for Loading and 4 days for un-loading for each hydraulic axle trailer

**Detention Charges:** Beyond free time of one day ₹1,500/- per day per trailer at Loading point and Unloading point subject to a maximum of 10 % of freight charges.

**Note:** for admitting the detention charges, the following documentary Evidence is to be produced with the freight bills.

a) At Loading Point: Trailer placement letter & Material Gate pass duly signed and stamped with date & time by the concern Security staff for IN and OUT of each trailer.

b) At Un-loading point: Trailer IN & OUT stamp with signature, date & time of security staff on the LR. and signature for the received Equipment/Items/Consignment by site-in-charge on the LR Copy. Detention charges shall be paid on certification of an Executive not below the rank of Dy. Manager, Logistics department in case of detention at BHEL, Visakhapatnam.

Detention beyond 30 days shall be considered after necessary approval from HOD/ Commercial.

**10. PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in price schedule attached to the tender for complete scope of work.
- b. **The quoted prices shall be inclusive of GST as applicable as on due date of tender submission.** GST as applicable shall be payable by contractor & the same will be reimbursed as per Annexure - GST.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.

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- e. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will be deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- f. **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**

#### **11.0 RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

#### **12.0 GENERAL:**

- 12.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.** Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.  
Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- 12.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- 12.3** The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers. All details related to the scope of this tender are available with MM-Stores Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.  
  
For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.
- 12.4 Manager (Logistics)** shall be the Engineer-in-charge for herein after referred to as such in the tender.
- 12.5** Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidder.
- 12.6** The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:

#### **PART - I: TECHNO COMMERCIAL BID**

- |   |                 |
|---|-----------------|
| a) Scope of Work and Special Terms & Conditions | : Annexure – I  |
| b) General Terms and Conditions                 | : Annexure – II |
| c) Acceptance to the Tender Terms & Conditions  | : Annexure- III |
| d) Contractor Information                       | : Annexure – IV |
| e) Check List                                   | : Annexure – V  |

#### **PART - II: PRICE BID**

- |                     |                 |
|---------------------|-----------------|
| a) Price Bid (SOQR) | : Annexure – VI |
|---------------------|-----------------|

- 12.7** Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**13.0 TENDER SUBMISSION:**

The tender completed in all respects **shall be submitted** in two parts through GeM portal **latest by 14.00 Hrs. on 07.10.2023**

Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**14.0 REVERSE AUCTION:**

Reverse auction will be conducted in GEM portal

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

**In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.**

D Gowri Sankar  
Manager (OS)

**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**

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**1. DETAILS OF CONSIGNMENTS:**

Following are the vehicle details suitable for transportation of material.

| Item No | DESCRIPTION  | UNIT | NO OF VEHICLES |
|---------|--|------|----------------|
| 1       | BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON NORMAL TRAILER<br>LENGTH : 12000MM<br>WIDTH : 2500MM<br>HEIGHT : 2500MM<br>WEIGHT: 25MT  | NO   | 94             |
| 2       | BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON ODC TRAILER<br>LENGTH : 13000MM<br>WIDTH : 3000MM<br>HEIGHT : 3000MM<br>WEIGHT: 25MT   | NO   | 60             |
| 3       | BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON LOW BED TRAILER<br>LENGTH : 10000MM<br>WIDTH : 3000MM<br>HEIGHT : 4000MM<br>WEIGHT: 25MT   | NO   | 8              |
| 4       | BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON HYDRAULIC<br>AXLE TRAILER<br>LENGTH : 21000MM<br>WIDTH : 5100MM<br>HEIGHT : 3000MM<br>WEIGHT: 74MT   | NO   | 1              |
| 5       | HYDRAULIC AXLES-2<br>BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON HYDRAULIC AXLE TRAILER<br>LENGTH : 20000MM<br>WIDTH : 5600MM<br>HEIGHT : 5600MM<br>WEIGHT: 56MT                                 | NO   | 1              |
| 6       | HYDRAULIC AXLES-3<br>BHEL HPVP TO LOVAGARDENS SITE NEAR VIZAG<br>PORT ON HYDRAULIC AXLE TRAILER<br>LENGTH : 6300MM<br>WIDTH : 5400MM<br>HEIGHT : 5400MM<br>WEIGHT: 60MT                                  | NO   | 1              |
| 7       | HYDRAULIC AXLES-4<br>LOCAL TRANSPORTATION FROM BHEL HPVP TO<br>LOVAGARDENS SITE NEAR VIZAG PORT ON<br>HYDRAULIC<br>AXLE TRAILER<br>LENGTH : 10000MM<br>WIDTH : 5400MM<br>HEIGHT : 5400MM<br>WEIGHT: 60MT | NO   | 1              |

## TERMS & CONDITIONS

- 1 Loading and unloading of the equipment will be carried out by BHEL.
  - 2 Hydraulic axle trailer with suitable no of axles as per load requirement to be deployed by the transporter.
  - 3 Detailed route survey report to be submitted along with the technical bid.  
Rates quoted above shall be inclusive of all statutory payments such as railway crossings, electricity
  - 4 disturbance charges, NHAI charges and any other charges applicable. All these charges are to be borne by the transporter.
  - 5 Free Time: 1 day for Loading and 1 day for un-loading for each mechanical trailer in view of site formalities and 4 days for Loading and 4 days for un-loading for each hydraulic axle trailer.
  6. Delay in delivery beyond the above transportation time will attract a penalty of 1% of the freight per day subject to maximum of 10% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.
- Detention Charges:**  
Beyond free time of one day ₹1,500/- per day per trailer at Loading point and Unloading point
7. subject to a maximum of 10 % of freight charges.  
  
Beyond free time of 4 days Rs 12000/- for Hydraulic Axle vehicle at Loading point and Unloading point subject to a maximum of 10 % of freight charges.  
Day to day position of movement of the loaded Trailer need to be informed to BHEL-HPVP Logistics
  - 8 dept. by Email during transit till it reaches the destination. The transporter shall have GPS installed in the vehicle to enable self-tracking by BHEL.
  - 9 Lashing and securing of the consignments for transportation is responsibility of the Transporter.
  - 10 Hydraulic axle vehicle to be deployed within in 7 days from the date of intimation by Head of Logistics department.
  - 11 If the transporter fails to place the trailer in stipulated time, penalty for delayed period is Rs 12000 per day per trailer subjected to maximum of 10% of Work order value.



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**2. TYPE OF VEHICLE TO BE PLACED**

- 2.1 Vehicles with suitable capacity are required and applicable for executing this Contract. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is in the Transporter's account.
- 2.2 The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.

If demanded by BHEL Officials, the original RC Book, PUC (pollution under control certificate) and Driving License shall be produced for verification. The vehicle should have safety accessories like tyre blocks and it should display its carrying capacity.

- 2.3 BHEL prefer their consignments, 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.

**3. CLUBBING AND DIVIDING OF LOAD**

The consignment booked by two or more Transporters or two or more full load or certified full load consignments shall not be clubbed and transported in one vehicle and this practice is total violation of the Contract and will be suitably dealt with. The risk and cost and responsibility is totally to Carriers' account till such time the consignment is released from statutory authorities and delivered to the consignee.

**4 RISK PURCHASE**

- 4.1 In the event of any failure of contractor 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.

**5 MOTOR VEHICLE ACT**

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.

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**6 LOADING AND UNLOADING**

Loading and unloading is the responsibility of Consignor or Consignee at BHEL / Vendors / Sub-Contractors/ Sites will be taken care of by the respective Agency. No transshipment is permitted en-route.

- 6.1 It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

**7 ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:**

- 7.1 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.

**8 PROTECTION:**

To ensure safe transit, the consignment loading shall be done by BHEL in its HPVP Vizag Premises/Works. The Transporter shall ensure: -

- 8.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- 8.2 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 8.3 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.

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- 8.4 Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises. Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

9 SAFETY OF CONSIGNMENT:

- 9.1 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.
- 9.2 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.
- 9.3 The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 9.4 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.
- 9.5 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.

10 STATUTORY OBLIGATIONS OF TRANSPORTER:

- 10.1 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.
- 10.2 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 require to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 10.3 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.
- 10.4 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.

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**11 LASHING OF THE CONSIGNMENTS**

- 11.1 Instructions for loading and lashing of consignments for transportation
- 11.2 Lashing and securing of the consignments for transportation will be the responsibility of the Transporter
- 11.3 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
- 11.4 All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.
- 11.5 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.
- 11.6 Every component loaded in the trailer shall be tied to the truck base firmly. No welding/ tack welding of components to the base should be done.
- 11.7 The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.
- 11.8 Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.
- 11.9 When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.
- 11.10 When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.
- 11.11 The loading of multiple components one over the other shall not be done.
- 11.12 Soft rubber pads shall be used to lash on the product metal surface
- 11.13 In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.
- 11.14 In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.
- 11.15 In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.
- 11.16 Overhanging of components beyond the trailer is not permitted; and in no case the unsupported length shall be more than 1.5m.
- 11.17 Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.

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- 11.18 Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.
- 11.19 The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.
- 11.20 The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.

**12 INSURANCE COVERAGE AND CLAIM****12.1 Insurance**

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 Sec. 8 of Carriers Act, 1865.

- 12.2 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 up to date.
- 12.3.1 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.
- 12.4 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.

**13 Damage / Loss**

- 13.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the agency responsible for booking the consignment or LOGISTICS within a week of delivery and the Transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or LOGISTICS, as applicable).
- 13.2 On receipt of this information, BHEL Visakhapatnam (LOGISTICS) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to LOGISTICS so that further action will follow.
- 13.3 In case Commercial cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Carriers and Logistics shall process the bills accordingly.

**14 Open Delivery**

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.

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- 14.1 Non-acceptance of insurance claim lodged by BHEL and Carriers responsibility.
- 14.2 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.
- 15 Accidents
- 15.1 All accidents at any point shall be reported to agency concerned and LOGISTICS 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.
- 15.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or LOGISTICS 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 LOGISTICS 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
- 15.3 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.
- 15.4 Return freight payment for transporting the damaged consignment back to Visakhapatnam after BHEL QC Clearance.
- 15.5 In case of transporting the damaged cargo (due to accident, mishap etc.) back to Visakhapatnam after insurance survey and BHEL QC clearance for returning such consignments to Visakhapatnam, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters
- In case, the Transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.
- 15.6 Return freight payment for transporting the damaged consignment back to Visakhapatnam after BHEL QC Clearance.

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

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

**16 GOODS CONSIGNMENT NOTE & EXCISE INVOICE: -****16.1 GC / LR / LWB**

16.2 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes for all Full Load bookings. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.

16.3 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.

16.4 Once GC 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.

16.5 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.

16.6 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.

16.7 The Carrier should feed systematic information viz., GC Note No. & Date, booking stations, delivery date with place of delivery to User Departments of BHEL within time span as per terms of Contract failing which BHEL will have the right to stop further loads.

16.8 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.

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**17 EXCISE INVOICE**

17.1 Duplicate Transporter Copy of Excise Invoice in respect of all Excisable items are to be invariably obtained from the suppliers and the Excise 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 Excise Invoice is not obtained from the Suppliers along with the consignment, an endorsement 'EXCISE INVOICE NOT RECEIVED' should be made in the Lorry Way Bill.

17.2 In case Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

**18 DELIVERY AGAINST CONSIGNEE COPY**

Except dispatches of consignments where payment is through Bank and delivery against Consignee Copy, in all other cases, the booking of the consignment should be essentially on door delivery basis only. The Carrier taking the booking from Supplier, Sub-Contractor, Customer etc., should ensure that the LR shows door delivery. If this is not ensured by Carrier, as it is their responsibility, any extra expenditure on this wrong booking by the Carrier, will be automatically deducted while passing the bill itself. On account of this wrong booking against the terms of the Contract, the Carrier is not entitled to claim delay penalty and the same will not be allowed (if claimed).

**19 DESPATCH & ENROUTE DOCUMENTS****20 Dispatch Documents**

20.1 Consignment without BHEL Purchase Order reference should not be collected/ delivered at BHEL / Visakhapatnam or to any consignee without any written permission from LOGISTICS 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.

20.2 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.

20.3 The Transport Carrier should ensure the collection of Road permit / way bill at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of SM/ LOGISTICS by the Transport Carrier concerned.

20.4 Wherever Road permit / way bill is issued to Transport Carriers, the Carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road permit / way bill received" while getting acknowledgement for receipt of goods.

20.5 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of delivery.

**21 En-route Documents**



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- 21.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- 21.2 Any detention on this account will be the Carriers responsibility.
- 21.3 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 Carriers and consignment have to be released and delivered in time.
- 21.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes/challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.
- 21.5 While passing through States other than destination State, the transporter has to ensure that necessary entry is made in the first check post and last check post of the State in order to avoid any sales tax liability for BHEL. If this is not complied with any sales tax implication to BHEL will be recovered from the transporter's bills.

**22 VEHICLE MONITORING**

Day to day position of movement of the loaded Trailer need to be informed to BHEL HPVP Logistics dept. by Email & SMS (both) during transit till it reaches the destination.

**23 EMS, SECURITY AND SAFETY REGULATIONS**

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.

**24 ESCORT FOR CONSIGNMENTS**

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

**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 Transporters, their workmen servants or agents.

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25.3 The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -

25.4 Observance of Labour & Industrial Laws.

25.5 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

25.6 Documentary compliance relating to freight billing.

25.7 Indemnity shall cover the entire transit right after loading to the unloading at destination.

**26 ARBITRATION**

26.1 All disputes between the Transporter and BHEL arising out of or relating to this contract, shall, after written notice by either party to the contract to the other party, be referred for arbitration to the sole arbitrator to be appointed by the Head of the unit concerned at BHEL, Visakhapatnam in his sole discretion. There shall be no objection to any such appointment (i) that the arbitrator so appointed is an employee of BHEL, (ii) that he had to deal with the matters to which the contract relates and (iii) that in the course of his duties as BHEL's employee, he had expressed views on all or any of the matters in disputes or difference.

26.2 In case, the arbitrator so appointed is transferred or vacates his office or neglects or refuses to act or is unable to act for any reason whatsoever or dies, the Head of unit concerned at BHEL Visakhapatnam, shall have power to appoint another person to act as arbitrator in his place. Such person shall be entitled in his discretion to proceed with the reference from the stage at which it was left by his predecessor or from any earlier stage considered proper by him. No person other than the one appointed to be arbitrator as aforesaid shall act as arbitrator, and if, for any reason, that is not possible, the matter shall not be referred to arbitration at all. The arbitrator shall have the power to extend time, from time to time, with the consent of the parties, for conducting the arbitration proceedings and making and publishing his award.

26.3 The decision of the arbitrator shall be final and binding on both the parties.

26.4 The arbitration proceedings will be held at BHEL Visakhapatnam or at such other place as the arbitrator may direct. Work under the contract shall be continued during the arbitration Proceedings unless otherwise directed in writing by BHEL.

**27 JURISDICTION**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Visakhapatnam, Andhra Pradesh only shall have the Jurisdiction and is only after exhausting the, above Arbitration Clause.

**28 RIGHTS**

28.1 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.

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- 28.2 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, Visakhapatnam 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.
- 28..3 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.
- 28.4 No Transporter should load his consignment in the vehicle of any other authorized Transporter, carrying consignment of BHEL. In such cases no freight charges shall be paid to either of the Transporters
- 28.5 The Transporter shall have no right to demand at any time during the execution of this Contract any minimum quantity of load for transportation.
- 28.6 Trailer with the same registration number has to carry the load up to the destination point which is loaded at BHEL-HPVP, Visakhapatnam works. In case any deviation is found, penalty may be levied at the rate of 1% of the freight value per day.
- 28.7 Contractor has to follow the same route during shipment which was submitted along with the offer. Any change in the route needs permission of the concerned authorities.
- 28.8 Clubbing of material en-route is not permissible and if found so, penalty of 10% of freight amount will be levied.

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**Ref: OS/SC/2023-24/69/48**

**Date: 27.09.2023**

**Sub:** Point to point transport contract for transportation of raw materials/ Semi-Finished goods from BHEL HPVP Vizag to Lova garden Site – Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept all the **Terms and Conditions of the Tender** Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer validity for a period of **3 months** from the last date for tender submission.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

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**CONTRACTOR INFORMATION**

| Sl. No. | Particulars  | To be Filled by Bidder |
|---------|--|------------------------|
| 01.     | Name of the Contractor   |                        |
| 02.     | Nature of Firm / Concern<br>(Proprietor / Partnership / Pvt.<br>Ltd. / Public Ltd.)<br>Note: In case of partnership<br>concern, please enclose photo<br>copies of the partnership deed |                        |
| 03.     | Full address   |                        |
| 04.     | Name of the Proprietor/Partner   |                        |
| 05.     | Name of the Person(s) and<br>designation authorized for<br>signing the contract / dealing with<br>BHEL   |                        |
| 06.     | Telephone No. of the firm  |                        |
| 07.     | Fax No.  |                        |
| 08.     | Mobile No.   |                        |
| 09.     | E-mail ID  |                        |
| 09.     | Organizational structure with<br>name and designation  |                        |

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**CHECK LIST**

| Sl. No. | Particulars   | Document Enclosed (Yes / No) | Document No |
|---------|---|------------------------------|-------------|
| 01.     | Name of the Contractor  |                              |             |
| 02.     | Tender Document Signed & Stamped  |                              |             |
| 03.     | PF Registration Certificate   |                              |             |
| 04.     | ESI Registration Certificate  |                              |             |
| 05.     | GSTIN Registration Certificate  |                              |             |
| 06.     | HSN / SAC Code  |                              |             |
| 07.     | PAN Number  |                              |             |
| 08.     | Income Tax Returns for last 3 years   |                              |             |
| 09.     | Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years   |                              |             |
| 10.     | Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.  |                              |             |
| 11.     | MSE Registration Documents for relevant works as per Tender (if applicable)<br><br>Valid NSIC certificate<br><b>or</b><br><br>Valid MSME registration/ Udyog Aadhaar Certificate<br><b>Or</b><br><br>Valid Udyam Registration Certificate |                              |             |
| 12.     | Startup India – Certificate of Recognition (if Applicable)  |                              |             |

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

|    |  |  |
|----|--|--|
| 01 | NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR |  |
| 02 | VENDOR CODE ASSIGNED BY BHEL,HPVP LTD          |  |

**DETAILS OF BANK ACCOUNT**

|    |                            |  |
|----|----------------------------|--|
| 03 | NAME & ADDRESS OF THE BANK |  |
| 04 | NAME OF THE BRANCH         |  |
| 05 | BRANCH CODE                |  |
| 06 | MICR CODE                  |  |
| 07 | ACCOUNT NUMBER             |  |
| 08 | TYPE OF ACCOUNT            |  |
| 09 | BENEFICIARY'S NAME         |  |
| 10 | IFSC CODE OF THE BRANCH    |  |
| 11 | EMAIL ID                   |  |
| 12 | TELEPHONE / MOBILE NUMBER  |  |

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the Cheque leaf/ cancelled Cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_  
(name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal  
Operating the contract / Services

**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

***Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance***



# **PART – II**

## **(PRICE BID)**

**NAME OF WORK:** Point to point transport contract for transportation of raw materials/ Semi-Finished goods from BHEL HPVP Vizag to Lova garden Site – Reg.

**NOTE:**

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated below is approximate & may vary on both sides subject to requirement. However, payment shall be made for the actual quantities executed only.
- 3) **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
- 4) **L1 shall be evaluated on item wise basis.**
- 5) **The quoted prices shall be inclusive of GST as applicable as on date of tender submission.** However, GST as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure – GST.

**BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY PLATES & VESSELS PLANT  
VISAKHAPATNAM – 530 012**

**NAME OF WORK:** Point to point transport contract for transportation of raw materials/ Semi-Finished goods from BHEL HPVP Vizag to Lova garden Site – Reg.

**Ref. No.:** OS/SC/2023-24/69/48

Date: 27.09.2023

**SCHEDULE OF QUANTITY & RATES (SOQR)**

| <b>LOCAL TRANSPORTATION FROM BHEL HPVP TO LOVAGARDENS</b> |   |      |                    |                |                       |
|---|---|------|--------------------|----------------|-----------------------|
| Item No   | DESCRIPTION   | UNIT | NO OF VEHICLES (A) | RATE IN Rs (B) | AMOUNT in Rs (A) X(B) |
| 1   | NORMAL TRAILER<br>LENGTH : 12000MM<br>WIDTH : 2500MM<br>HEIGHT : 2500MM<br>WEIGHT: 25MT         | NO   | 94                 |                |                       |
| 2   | ODC TRAILER<br>LENGTH : 13000MM<br>WIDTH : 3000MM<br>HEIGHT : 3000MM<br>WEIGHT: 25MT            | NO   | 60                 |                |                       |
| 3   | LOW BED TRAILER<br>LENGTH : 10000MM<br>WIDTH : 3000MM<br>HEIGHT : 4000MM<br>WEIGHT: 25MT        | NO   | 8                  |                |                       |
| 4   | HYDRAULIC AXLE TRALER<br>LENGTH : 21000MM<br>WIDTH : 5100MM<br>HEIGHT : 3000MM<br>WEIGHT: 74MT  | NO   | 1                  |                |                       |
| 5   | HYDRAULIC AXLE TRAILER<br>LENGTH : 20000MM<br>WIDTH : 5600MM<br>HEIGHT : 5600MM<br>WEIGHT: 56MT | NO   | 1                  |                |                       |
| 6   | HYDRAULIC AXLE TRAILER<br>LENGTH : 6300MM<br>WIDTH : 5400MM<br>HEIGHT :5400MM<br>WEIGHT: 60MT   | NO   | 1                  |                |                       |
| 7   | HYDRAULIC AXLE TRAILER<br>LENGTH : 10000MM<br>WIDTH : 5400MM<br>HEIGHT :5400MM<br>WEIGHT: 60MT  | NO   | 1                  |                |                       |

**Total Amount in Words:**

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