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Heavy Plates & Vessels Plant
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NOTICE INVITING TENDER

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Ref: OS/SC/2025-26/75/44

Date: 26.08.2026

**Sub: Transportation of Consignments having length more than 16 Metres from BHEL HPVP
Visakhapatnam to Various Project Sites through Mechanical Trailers – Reg.**

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.

IMPORTANT INFORMATION:

1	Notice Inviting Tender (NIT)	OS/SC/2025-26/75/44, Date: xx.xx.2026 Two Part Bid
2	Last Date of Receipt of Tender	05.09.2026,14.00Hrs thru GeP NIC Portal
3	Tender Opening	05.09.2026,15.00 Hrs
3	Contract Period	One Year
4	EMD	₹ 2.00 Lakhs
5	Security Deposit	5% of the Contract value
6	Reverse Auction	Applicable

1.0 PRE- QUALIFICATION REQUIREMENT (PQR):

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2026 should be at least. **₹48.00** Lakhs. In case ITR not submitted and Profit Loss and Balance Sheet not finalized for **FY-2025-26** by the contractor, Avg. Annual turnover during the last 3 years ending **31st March 2025** shall be considered.

Tenderer should enclose Certificate of incorporation / Firm registration, PAN, GSTIN registration no., Income tax returns for last three years (**AY- 2023-24, 2024-25 & 2025-26 / 2026-27**) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years (**FY2022-23,2023-24 & 2024-25 / 2025-26**).

- II) The Contractor should have experience of completing similar works during the last 7 years ending 31st July 2026 as given below: -
- (a) Three similar completed works costing not less than the amount equal to. ₹ 64.00 Lakh each
OR
- (b) Two similar completed works costing not less than the amount equal to ₹ 80.00 Lakh each
OR
- (c) One similar completed work costing not less than the amount equal to ₹ 128.00 Lakh

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

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Note: Similar work means the bidder should have executed transportation contract, transporting primarily of pre-fabricated materials by Mechanical trailers.

- I. The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- II. The bidder shall have **2 own Mechanical trailers of Gross Vehicle Weight not less than 39MT**. Copy of R.C. Book (Self-certified) first page mentioning name of vehicle owner to be submitted.

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.

2.0 SCOPE OF THE WORK:

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

3.0 EARNEST MONEY DEPOSIT:

- I. The tenderer shall submit EMD for **₹2,00,000/- (Rupees Two Lakh only)** in the following forms only:
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
 - d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- 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 30 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** for **Micro / Small** category along with the offer. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.

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 **5% 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 **5%** 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)
- (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 (Repo rate +4%) 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 or Email with Vehicle Placement Details
- 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:

- a) Ack. LRs along with vehicle placement letter or email, Material Gate Pass duly signed and stamped by M/s BHEL- HPVP security staff & LR copy duly signed and stamped at Customer's Main Gate Entry are considered for calculation of Detention & Transit time.
- b) **All payments will be released through RTGS/ NEFT for NON-MSMEs.**
- c) **For all Micro, Small and Medium enterprises (MSMEs)**, the settlement of invoice shall be only through any of the **TReDS platform** (i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."

9.0 PENALTY FOR DELAYED DELIVERY

1. Delay in delivery beyond the transportation time mentioned in scope of work will attract a penalty of 1% of the freight per day subject to a maximum of 10% of the total freight payable against a particular consignment.
2. Free Time: 3 days for Loading and 3 days for un-loading for each trailer excluding vehicle entry & exit dates.
3. Free Time for Vehicle Placement is 3 working days from the date of email intimation (Excluding Email date). Email Date & Vehicle Placement Date will be excluded while calculating vehicle late placement penalty.
4. If the transporter fails to place the trailer in stipulated time, penalty for delayed period is Rs 1,500/- per day per trailer subject to a maximum of 10% of Freight Charges of that particular vehicle.

5. Non-placement penalty of Rs 12,000/- per Indent will be deducted for vehicle non-placement.
6. Detention Charges: Beyond free time of 3 days excluding vehicle entry & exit dates, Detention Charge is Rs.2,000/- per day per vehicle 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/Vehicle Entry Mail & 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 Manager, Logistics department in case of detention at BHEL, Visakhapatnam & at Various Sites.

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

c) If vehicles are standing at the project sites and are not allowed IN/ENTRY 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 their place and in such cases the detention of the vehicle for no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, date of reaching the site and date of unloading will be based on GPS Report furnished by the Transporter for calculation of penalty/detention.

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.

d) Force majeure conditions like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause will be considered by DGM/Logistics for extending delivery time on case to case basis. Mechanical failure of the vehicle is not considered as force majeure condition.

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 exclusive 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.
- e. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced from time to time by Govt. and terms & conditions will 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.

- g. Goods Transport Agencies (GTAs) have the option to collect and pay GST on a forward charge basis. A GTA can choose to pay GST at 5% (without claiming Input Tax Credit) or at 12% (if eligible to claim Input Tax Credit) on their supplies. To exercise the option for the forward-charge mechanism, GTA must file Annexure V on the GST portal. Additionally, along with the tax invoice, a declaration in this regard must be issued to the recipient of supplies.
- h. If a GTA decides not to opt for the forward charge, the responsibility to collect and remit taxes automatically shifts to the recipient of services under the reverse-charge mechanism (RCM). In this scenario, the recipient pays GST at 5%.

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 with 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

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|---|-----------------|
| 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

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|--------------------|-----------------|
| a) Price Bid (BOQ) | : Annexure – VI |
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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 BHEL e-procurement portal **latest by 14.00 Hrs. on 05.09.2026**

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 OPENING OF TENDERS:

Techno-commercial Bids will be opened on **05.09.2026 at 15.00 Hrs** time in BHEL e-procurement Portal. Date of opening of financial bids shall be notified on BHEL e-procurement after short listing of eligible Bidders based on Techno - Commercial bid evaluation.

15.0 REVERSE AUCTION:

A. BHEL shall be resorting to Reverse Auction (RA) (**Guidelines as available on <https://www.bhel.com/guidelines-reverse-auction-2024>**) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider).

B. PROCEDURE OF REVERSE AUCTIONING:

- 1) Price bids of all techno-commercially qualified bidders shall be opened.
- 2) Reverse Auction: The ‘bid decrement’ will be decided by BHEL.
- 3) The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- 4) Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- 5) After the completion of the reverse auction, the Closing Price shall be available for further processing.
- 6) Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

C. REVERSE AUCTION PROCESS:

- 1) Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 2) The techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 3) However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 4) Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.
- 5) Start price for RA shall be lowest of sealed envelope price bid.
- 6) If the start price is lower than the lowest sealed envelope price bid, on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.
- 7) In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

For detailed Guidelines visit our website: <https://www.bhel.com/guidelines-reverse-auction-2024>

16.0 BREACH OF CONTRACT:

In case of Breach of Contract, 10% of the contract value will be recovered from the contractor and necessary action will be initiated as per contract terms and conditions and BHEL extant Guide Lines

- 17.0** 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.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

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Sno.	Sale Order	Customer	DU Desc	Length in MM	Width in MM	Height in MM	DU Wt in KG	Probable Dispatch Month	No. of Vehicles Reqd.	Delivery Time
1	8136	Hindalco Sambalpur	Boiler Ceiling Girders	20,100	3,000	2,130	33,000	Oct-26	1	10 Days
2	8194	Hindalco Sambalpur	Boiler Ceiling Girders	20,100	3,000	2,130	33,000	Mar-27	1	10 Days
3	8195	Hindalco Sambalpur	Boiler Ceiling Girders	20,100	3,000	2,130	33,000	Mar-27	1	10 Days
4	8158	SAIL ISSCO Burnpur	Boiler Ceiling Girders	17,000	2,600	2,200	26,000	Apr-27	2	15 Days
5	8159	SAIL ISSCO Burnpur	Boiler Ceiling Girders	17,000	2,600	2,200	26,000	Apr-27	2	15 Days
6	8160	SAIL ISSCO Burnpur	Boiler Ceiling Girders	17,000	2,600	2,200	26,000	Apr-27	2	15 Days
7	8217	NTPC Lara	Water Wall Panels	18,200	2,600	2,130	26,000	Aug-26	10	10 Days
8	8218	NTPC Singrauli	Water Wall Panels	18,200	2,600	2,130	26,000	Apr-27	10	15 Days
9	8136	Hindalco Sambalpur	Water Wall Panels	24,000	2,600	2,130	26,000	Oct-26	6	10 Days
10	8136	Hindalco Sambalpur	Water Wall Panels	19,000	2,600	2,130	26,000	Oct-26	3	10 Days
11	8194	Hindalco Sambalpur	Water Wall Panels	24,000	2,600	2,130	26,000	Mar-27	6	10 Days
12	8194	Hindalco Sambalpur	Water Wall Panels	19,000	2,600	2,130	26,000	Mar-27	3	10 Days
13	8195	Hindalco Sambalpur	Water Wall Panels	24,000	2,600	2,130	26,000	Mar-27	6	10 Days
14	8195	Hindalco Sambalpur	Water Wall Panels	19,000	2,600	2,130	26,000	Mar-27	3	10 Days
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SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**TERMS & CONDITIONS:**

1. Loading and unloading of the consignments will be carried out by BHEL.
 2. Trailer with suitable load capacity to be deployed by the transporter.
 3. Route considered for transportation to be submitted along with the technical bid.
 4. Rates quoted above shall be inclusive of all statutory payments such as railway crossings, electricity disturbance charges, RTA Challans, NHAI charges and any other charges applicable. All these charges are to be borne by the transporter. GST Charges are extra and they will be reimbursed by BHEL.
 5. Delay in delivery beyond the above transportation time will attract a penalty of 1% of the freight charges per day subject to a maximum of 10% of the total freight charges payable against a particular consignment.
 6. Free Time: 3 days for Loading and 3 days for un-loading for each trailer excluding vehicle entry & exit dates.
 7. Detention Charges: Beyond free time of 3 days excluding vehicle entry & exit dates, Detention Charge is Rs.2000/- per day per vehicle at Loading point and Unloading point subject to a maximum of 10% of freight charges.
 8. Lashing and Securing of the consignments for transportation is responsibility of the Transporter.
 9. Free Time for Vehicle Placement is 3 working days from the date of email intimation (Excluding Email date). Email Date & Vehicle Placement Date will be excluded while calculating vehicle late placement penalty.
 10. If the transporter fails to place the trailer in stipulated time, penalty for delayed period is Rs 1500/- per day per trailer subject to a maximum of 10% of Freight Value.
 11. Non-placement penalty of Rs.12,000/- per Indent will be deducted for vehicle non-placement.
 12. Duration of the contract – 12 months from the date of issue of LOI.
 13. L1 freight evaluation shall be against each line item separately.
 14. Price Variation due to Change in Dimensions of the consignments up to plus or minus 10% is inclusive of quoted price.
 15. BHEL Reserves the right to load other small consignments (DUs) that can be accommodated in a vehicle to the extent of vehicle weighing capacity.
 16. BHEL Reserves the right to load other small consignments (DUs) that can be accommodated in a vehicle to the extent of vehicle length.
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.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

- 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.
2. 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 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.
- 5 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.
- 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.

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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.

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

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

- 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.
- 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.

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- 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.
- 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

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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 Clearance.

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.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**17. 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).

18 DESPATCH & ENROUTE DOCUMENTS**18.1 Dispatch Documents**

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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

19 En-route Documents

19.1 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.

19.2 Any detention on this account will be the Carriers responsibility.

19.3 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.

19.4 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.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

- 19.5 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.

20 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.

21 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.

22 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.

23 INDEMNITY:

- 23.1 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.

- 23.2 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.

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

- 23.4 Observance of Labour & Industrial Laws.

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

- 23.6 Documentary compliance relating to freight billing.

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

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**24 ARBITRATION**

- 24.1 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.
- 24.2 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.
- 24.3 The decision of the arbitrator shall be final and binding on both the parties.
- 24.4 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.

25 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.

26 RIGHTS

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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
- 26.5 The Transporter shall have no right to demand at any time during the execution of this Contract any minimum quantity of load for transportation.

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

- 26.6 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.
- 26.7 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.
- 26.8 Clubbing of material en-route is not permissible and if found so, penalty of 10% of freight amount will be levied.

Note: In case any ambiguity arises between specific terms and conditions mentioned in Special terms and conditions and General conditions of contract, that specific terms and conditions mentioned in Special terms and conditions supersede.

GENERAL CONDITIONS FOR TRANSPORTATION CONTRACT

<u>CLAUSE NUMBER</u>	<u>DESCRIPTION</u>	<u>CLAUSE</u>
1.	CONTRACT DOCUMENTS	a. The Contract documents shall comprise of the Contract Agreement, Scope of Work, Special Conditions of the Contract, the General Conditions of the Contract and any other documents that may be mentioned in the Contract Agreement to form part of the Contract Documents. b. This agreement is the outcome of joint efforts of the parties.
2.	INTERPRETATION OF THE CONTRACT	a) Subject to the order of precedence as set out in Sub-Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document. b) In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below- v) Contract Agreement; vi) Commercial Terms of the Contract; vii) Special Conditions of the Contract; and viii) General Conditions of the Contract <i>Note: Any annexure to any of the above shall be read along with the covering document.</i> c) In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor. d) Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other. e) All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

3.	LAWS GOVERNING THE CONTRACT	The Contract shall be governed by the Laws of India and shall be operated complying with all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time.
4.	TERM OF THE CONTRACT	a. The duration of the contract will be _____ (period) from date of award of contract by BHEL. b. The contract may be extended at the option of BHEL for a period of _____ (period) on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing.
5.	COMPANY REPRESENTATIVE	BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.
6.	CONTRACTOR'S OBLIGATIONS	a. The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor. b. The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises. c. The Contractor acknowledges that the contract price includes higher risk rate, adequate to keep BHEL indemnified, as required under Section 11 of the Carriage by Roads Act, 2007. a. As per the Motor Vehicle Act with the latest amendments / notifications thereto, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Contractor should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No penalty on account of violation of Motor Vehicle Act/State Act shall be payable by BHEL.

7.	TYPE OF VEHICLE TO BE PLACED	a) It shall be the sole responsibility of the Contractor to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Contractor's account. b) The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, Transport Emergency (TREM) Card 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 valid Registration Certificate (RC) Book/ RC smart card and Driving License shall be produced for verification. c) In a closed body category vehicle, higher capacity vehicle can also be placed against the demand given for lower capacity vehicle. However, in such cases the freight payment will be made as per the demanded vehicle schedule rate only. In this case, transshipment enroute is not permitted & consignment should be delivered only in the same vehicle loaded. This shall also apply to open Body vehicle categories.
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		d)	In case any one of the conditions relating to dimension / weight is not within a particular category, then in such case next higher category (fulfilling both the conditions) of vehicle will be deployed and payment will be made for the higher category.
		e)	If a consignment falling within a particular consignment category, but practically / technically not feasible to load on that particular category, which requires another or higher category of vehicle, can be transported through alternate / higher consignment category with due certification obtained from the designated person of concerned user BHEL agencies. In such cases the freight bills will be paid as per the freight rates of the alternate / higher consignment category utilized.
8.	LOADING AND UNLOADING	a)	Loading and unloading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites. Contractor's scope will not cover Loading & Unloading.
		b)	Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the Contractor.
9.	DOOR COLLECTION AND DOOR DELIVERY	a)	All dispatches to BHEL Units, Power Stations, Sites, or any Supplier Works etc., must be door collected / door delivered without any extra cost, at the consignee addresses (supplier works, BHEL Units, Sites etc.), in all the region of operations and in accordance with the Rate Schedules covered under this contract.

10.	VOLUME LOADS & FULL LOADS	a) Volume Load: - Volume load means the consignment occupies vehicle by volume i.e. it is not practically possible to load the vehicle further, considering the size, nature & other technical parameters of the consignment. Volume Load Certification: If a vehicle cannot be loaded to the full weight carrying capacity of the vehicle due to the nature of the consignment which occupies full volume of the vehicle. This is technically acceptable and to be certified by concerned department not less than _____ (unit may mention the required designation) as "Volume Load" and payable for full load. b) Full Load - Full load means the vehicle is loaded with full weight carrying capacity of the vehicle. (i.e. passing capacity of the vehicle as per RC Book). 6.2.2 Full Load Certification: Full load certification means, dispatches made in case of availability of load / formation of load / technical reasons, urgency for dispatch / Customer Priority / Site preference / any other reason where the vehicle is partially loaded but paid on full load basis. Full Load Certification" has to be given by the _____ (unit may mention the required designation).
11.	TAXES AND DUTIES	a) The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, b) Goods Tax, Loading and Unloading enroute etc., except GST and power

		block charges at Railway Crossing and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained. c) The Contractor agrees that he has factored the element of all likely expenditure, taxes what so ever, etc., excluding GST in the price quoted. d) After award of contract, if any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the in any other provisions of this contract.
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12.	GST	a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No. (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
		j) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. k) GST is also applicable for all penalties and same will be recovered from defaulted contractor. GST will be charged on the SD amount forfeited from the Contractor at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
13.	UPDATING OF DAILY VEHICLE MOVEMENT STATUS TO BHEL	The Contractor shall ensure updating of daily vehicle movement status to BHEL in the form and manner prescribed in the SCC. Failure to do so shall attract a penalty at the rate, mentioned in the SCC, of the basic freight value.

14.	TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS	a) The Contractors 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. b) The Contractors will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises. c) The Contractors will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Contractor's obligations under this contract. d) It shall be the responsibility of the Contractor to provide at his cost trained and licensed personnel for running the vehicles. e) The Contractor 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. f) Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints enroute for safe transportation of consignments and its delivery to destination.
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		g) Contractors shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments. h) Contractors shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates. i) 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. Contractors shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety or the latest instructions prevailing at all times.
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15.	ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE	The Contractor 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. Any consequences arising out of any non-compliance shall be to the contractor's account. If BHEL suffers any consequences because of Contractor's non-compliance, the Contractor shall have to indemnify and reimburse BHEL for the same.
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16.	PROTECTION / SAFETY OF CONSIGNMENT	The Contractor shall ensure: - a) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition. b) That good quality lashing ropes in sufficient numbers, with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition. c) To protect the consignments from rains in warranting situations, Contractors shall ensure Tarpaulin covering to the consignments. d) 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 Contractor. e) Lashing to be proper and safe. The Contractor 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.
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		f) The Contractor shall be solely responsible for the safe custody of the consignments from the time it is handed over to the Contractor until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery from the authorized representative of the consignee. g) The Contractor shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody. h) Even, in cases where the Contractor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Contractor shall arrange for the collection of materials from such points and delivery at any such points. i) Contractor shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Contractor will give notice under registered post to BHEL and ask for instruction in the matter which shall be issued within 7 days of such notice. j) Where all measures have exhausted and still the consignment is held by the Contractor for a period of _____ or more, material shall be reshipped to the Consignor, without waiting for instructions on freight "To Pay". No demurrage shall be payable. In such cases, liability for to & fro freight will rest with BHEL.
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17..	STATUTORY OBLIGATIONS OF CONTRACTOR	a) The Contractor shall comply with all the statutes applicable upon him. Any liability arising out of any non-compliance of any applicable statute shall be to the Contractor's account.
		b) The Contractor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Contractor shall, whenever required to do so by the company, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
18.	ROUTE, SURVEY, PERMIT ETC.	a) All consignments should be transported through the shortest route identified by the contractor from the road map of India published by the Survey of India & Motoring guide (latest edition) and approved by BHEL and freight payment will be restricted to the same. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.
		b) Where adoption of longer route becomes necessary for avoiding disturbed / riots prone or flood affected areas, the same shall be determined with reference to the areas to be passed through and weight and dimension of the consignment on case to case basis and such routes will be approved by BHEL executive user agency or contracts department. BHEL's approval shall mean its agreement on the length of the route and not on appropriateness or safety.

		c)	It is the responsibility of the Contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.
		d)	In respect of ODC consignment, the Contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of the Contractor. The Contractor shall take care of all the necessary formalities / clearances from various authorities like RAILWAYS, POST & TELEGRAPH, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHAYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICES, etc. for speedy transportation.
		e)	The Contractor shall clear while transporting any obstructions, as may arise, with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the Contractor, the Contractor alone shall be liable for its indemnification.

		f) The provision of a pilot before the main vehicle, if required / advised by BHEL would also be at Contractor's cost. If any diversion of route becomes necessary en-route for operational reasons and approved by BHEL, extra mileage will be allowed in addition to the standard distance as given / approved by BHEL.
19.	INSURANCE COVERAGE AND CLAIM	a) Transit insurance of the consignment under transportation by the Contractor will be responsibility of BHEL/Consignee as the case may be and Contractor shall mark in the Lorry Way Bill. However, Contractor will be responsible for any third party damages as per the Motor Vehicles Act, 1988.
		b) The Contractor shall ensure comprehensive insurance coverage for the vehicles used in transporting BHEL consignments. c) Position as above shall not absolve the Contractor of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

20.	DAMAGE / LOSS	a) If any damage to the materials is noticed in transit (enroute), the Contractor shall intimate the BHEL booking agency within 24 hours of damage, with photographs. OR During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Contractor after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy. b) The Contractor should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The Contractor has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey. c) However, for consignment value below Rs. 20,000/-, recovery will be made in full from the contractor. For consignment value above Rs. 20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor. d) In case of any visible damage/ suspected damage in the consignment, the Contractor 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. e) Any accident at any point should be reported to BHEL in writing through mail within 24 Hrs.
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		f) 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. g) In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Contractor. h) In case, the Contractor fails to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not lodged because of this reason, the Contractor shall be liable to indemnify BHEL against such loss and BHEL shall be at liberty to recover such loss from the available security or other financial holdings available either under the present or any other contract with the Contractor. Suitable action including delisting or termination of the Contract as deemed fit under the extant guidelines of BHEL shall also be taken.
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21.	GOODS CONSIGNMENT NOTE (G.C. Note)	a) 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. b) If G.Cs. are issued to the Suppliers without taking physical possession of
		materials, BHEL will have the right to terminate the Contract. c) Once G.C. Note is issued, it is treated as physical acceptance of the consignment by the Contractor and in such cases, it shall be the responsibility of the Contractor for the safe and timely delivery of the consignment. d) 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. e) 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.

22.	TAX INVOICE	a) Duplicate Contractor Copy of Tax Invoice in respect of all taxable items are to be invariably obtained from the suppliers and the Tax Invoice number incorporated in the Lorry Way Bill and surrender the same to BHEL along with the consignment. Otherwise any loss on account of this will be recovered from the Contractor. In case, such Tax Invoice is not obtained from the Suppliers along with the consignment, an endorsement "TAX INVOICE NOT RECEIVED" should be made in the Lorry Way Bill. b) In case Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor. c) In case if Free Issue Materials/Site Returned Materials/Rejected Materials/or the consignment booked without any BHEL Purchase Order
		reference, the Transport Contractor should demand the relevant duty forms as applicable.
23.	DESPATCH & ENROUTE DOCUMENTS	a) While accepting the consignments for transportation, the Contractor should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Contractors responsibility b) Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from stores or User Department. c) The Contractor should ensure the collection of Form.31 at the time of booking the consignment

		d)	Wherever Road Permit Form is issued to Transport Contractors, the Contractor should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Contractor which amounts to Rs.25,000/- per Form as on date.
		e)	The Contractor at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.
		f)	If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are
			imposed, such payment will have to be borne by the Contractor and consignment got released and delivered in time.
		g)	The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/CONTRACTORS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to noncompliance of the above on this account, will be debited to the Contractors.

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	a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites. b) The Contractor shall indemnify BHEL against all payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by BHEL 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 Contractor, their workmen, servants or agents.
		c) 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 Contractor; the Contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto. d) The Contractor shall keep BHEL indemnified against any liability arising out of noncompliance of any Labour & Industrial Laws and/or any other statutes.

		e)	The Contractor shall keep BHEL indemnified against any liability arising out of Documentary non-compliance relating to freight billing.
26.	FORCE MAJEURE	a)	“Force Majeure” shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following: • war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; • rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; • epidemics, quarantine, and plague; • earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.
		b)	If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

		• If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure. • The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract. • No delay or non-performance by either party hereto caused by the force majeure shall constitute a default or breach of the Contract; or give rise to any claim for damages or additional cost or expense occasioned thereby. • If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
27.	RESOLUTION OF DISPUTES	a) The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL

		b) The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. c) In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution. d) A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution. e) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.
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		. f) The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution. g) The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL. h) The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator. i) Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings. j) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party. k) It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores. Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.
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Ref: OS/SC/2025-26/75/44

Date: 26.08.2026

Sub: Transportation of Consignments having length more than 16 Metres from BHEL HPVP Visakhapatnam to Various Project Sites through Mechanical Trailers – 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.

I / We give our acceptance to participate in **Reverse Auction**

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

CONTRACTOR INFORMATION

Sl. No.	Particulars	To be Filled by Bidder														
01.	Name of the Contractor															
02.	Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed															
03.	Full address															
04.	Name of the Proprietor/Partner															
05.	Name of the Person(s) and designation authorized for signing the contract / dealing with BHEL															
06.	Telephone No. of the firm															
07.	MSE Status – Please put tick (✓) mark in the box whichever is applicable	<table border="1"> <tr> <td>Micro</td><td>Small</td><td>General</td><td>OBC</td><td>SC</td><td>ST</td><td>Woman</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	Micro	Small	General	OBC	SC	ST	Woman							
Micro	Small	General	OBC	SC	ST	Woman										
08.	TReDs Option for MSMEs Please put tick (✓) mark in the box whichever are applicable	<table border="1"> <tr> <td>RXIL</td><td>MI xchange</td><td>Invoicemart</td><td>KReDX</td><td>C2FO</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </table>	RXIL	MI xchange	Invoicemart	KReDX	C2FO									
RXIL	MI xchange	Invoicemart	KReDX	C2FO												
09.	Mobile No.															
09.	E-mail ID															
10	Organizational structure with name and designation															

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Copy of R.C. Book (Self-certified) for 2 own Mechanical trailers of Gross Vehicle Weight not less than 39MT		
04.	PAN Number		
05.	GSTIN Registration Certificate		
06.	SAC Code		
07.	Income Tax Returns for last 3 years		
08.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
09.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
10.	Valid Udyam Registration Certificate		

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 P0, 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/Warrantee 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: Transportation of Consignments having length more than 16 Metres from BHEL HPVP Visakhapatnam to Various Project Sites through Mechanical Trailers – 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 Total Value of each line item wise basis.**
- 5) **The quoted prices shall be exclusive 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: Transportation of Consignments having length more than 16 Metres from BHEL HPVP Visakhapatnam to Various Project Sites through Mechanical Trailers – Reg.

Ref. No.: OS/SC/2025-26/75/44

Date: 26.08.2026

SCHEDULE OF QUANTITIES & RATES(SOQR)

Sno.	Sale Order	Customer	DU Desc	Length in MM	Width in MM	Height in MM	DU Wt in KG	No. of Vehicles Reqd.	Unit Rate	Total Amount
1	8136, 8194 & 8195	Hindalco Sambalpur	Boiler Ceiling Girders	20,100	3,000	2,130	33,000	3		
2	8158, 8159 & 8160	SAIL ISSCO Burnpur	Boiler Ceiling Girders	17,000	2,600	2,200	26,000	6		
3	8217 & 8218	NTPC Lara & Singrauli	Water Wall Panels	18,200	2,600	2,130	26,000	20		
4	8136, 8194 & 8195	Hindalco Sambalpur	Water Wall Panels	24,000	2,600	2,130	26,000	18		
5	8136, 8194 & 8195	Hindalco Sambalpur	Water Wall Panels	19,000	2,600	2,130	26,000	9		
								56		



BHARAT HEAVY ELECTRICALS LIMITED
UNIT- HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012
(A Govt. of India Enterprise)

MANDATE FORM

OPTION TO RECEIVE E-PAYMENT THROUGH NEFT & RTGS.

1. NAME : **BHARAT HEAVY ELECTRICALS LTD (HPVP)**
2. ADDRESS : **NATHAYYAPALE,**
VISAKHAPATNAM
3. PARTICULARS OF BANK ACCOUNT
 - a) BANK NAME : **STATE BANK OF INDIA**
 - b) BRANCH NAME : **BHPV BRANCH**
 - c) BRANCH ADDRESS : **BHPV POST, VISAKHAPATNAM**
 - d) IFSC CODE : **SBIN0001675**
 - e) ACCOUNT NUMBER ; **33362109398**
 - f) E-MAIL ID FOR RECEIVING SYSTEM GENERATED PAYMENT ADVICE :
vivaan@bhel.in

I hereby further declare that particulars furnished above are correct.

FOR BHARAT HEAVY ELECTRICALS LIMITED

Vivany Mohanty
(Authorised Signatory)

[Signature]

Bank Certification

This is to certify that the particulars furnished at Point (3), above are correct and complete as per our records.

[Signature]
22/02/26
Seal & Signature of Authorised Bank Official

HACHIT KUMAR
Chief Manager
PF No: 442930 SS No: AD110
SBI BHPV Br- 01675

HPVP Unit, VISAKHAPATNAM – 530 012, A.P.,INDIA. Tel.No: +91(0891)2881280. Fax :+91(0891)2881700.
Registered Office : BHEL House, Siri Fort,NEW DELHI – 110049, India.
Website : <http://www.bhel.com>, Tel.Nos: (91)(11)66337000(Multiple lines),Fax: (91)(11)26493021(Gen.)



भारतीय स्टेट बैंक
State Bank Of India

(01675) - BHPV, VISAKHAPATNAM
B.H.P.V. TOWNSHIP CAMPUS, VISAKHAPATNAM DIST: VISAKHAPATNAM
ANDHRA PRADESH 530012
Tel: 891-2547477 IFS Code: SBIN0001675

ID/F

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

28042025
D D M M Y Y Y Y

FU4UyL

PAY YOUR SERVICES

को या उनके आदेश पर OR ORDER

रुपये RUPEES ONE LAH FOURTY TWO THOUSAND SEVENT HUNDRED AND SIXTY FOUR
only - अदा करें ₹ 1,42,864/-

खा. सं.
A/c No.

33362109398

VALID UPTO ₹ 50 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

89390126333

CC ACCOUNT

PREFIX:
1515800003

R. Rana Viraan Aroha by

BHARAT HEAVY ELECTRICALS LTD BHEL HPVP-V

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

⑈413088⑈ 530002006⑈ 000096⑈ 30

Total			
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MTI