

INVITATION TO TENDER

Ref: OPS/OS/WS/2018-19/03 & 04/004

Date: 23.04.2018

Sub: Point to Point transportation of ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to North Chennai & Uppur, TANGEDCO, Tamilnadu by road using suitable mechanical trailers - Reg.

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

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE Rs.	EMD Rs.	LAST DATE FOR RECEIPT OF TENDER
01	Point to Point transportation of ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to North Chennai & Uppur, TANGEDCO, Tamilnadu by road using suitable mechanical trailers.	2,02,400/-	4,050/-	14.05.2018 up to 14.00 Hrs.

1. ELIGIBILITY CRITERIA:

- The Transporter should have an IBA valid certificate as on the date of opening of Tender. Copy of valid IBA certificate shall be enclosed along with the offer.
- In case after award of Contract, if a Transporter is not found to be IBA approved at any time during the Contract period or fails to submit valid IBA approval extension within one month of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action on such carriers will be initiated.
- The bidder shall have **2 own trailers of capacity not less than 22 MT**. Copy of R.C. Book (self certified) first page mentioning name of vehicle owner to be submitted.

2. SCOPE OF THE WORK:

ODC Consignments shall be transported from M/s. BHEL-HPVP, Visakhapatnam works to North Chennai & Uppur, TANGEDCO, Tamilnadu by road using suitable mechanical trailers.

Note: The intending tenderers are advised to visit BHEL – HPVP for verification of dimensions of the materials and note down the entry procedures, safety requirements etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

3. EARNEST MONEY DEPOSIT:

- The tenderer shall submit EMD for Rs. 4,050/- (Rupees Four Thousand Fifty only) in the following forms:
 - Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - Electronic Fund Transfer credited in BHEL account (before tender opening).
 - Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with the offer.
- EMD by the tenderer will be forfeited as per NIT conditions, if:
 - 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 the unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 13 annexure – I.

4. VALIDITY OF CONTRACT PERIOD:

The Contract shall be valid up to **March 2019** from the date of Work order or till completion of intended dispatches, whichever is later.

5. DELIVERY SCHEDULE & PENALTY:

The transporter should place the vehicle within **48 hours** from the date of intimation by Head of Logistics department.

If the transporter fails to place the vehicle in stipulated time, **penalty** for delayed period is of **1% of freight per day subjected to maximum of 10% of Work order value**. Abnormal delays will be viewed seriously.

6. As HPVP is one of the units of BHEL, any transporter black-listed/ banned/ put under hold in any of the BHEL Units/ Sites/ Offices, will not be considered for award of transportation contract.

In this effect, they should give a certification on your letter head certifying that "they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units/sites. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation".

7. SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer as per clause 11 of Annexure –I.

8. PAYMENT TERMS:

100 % of payment within 30 days after submission of bills & ACK. LRs along with vehicle placement letter and Material Gate Pass duly signed and stamped by M/s BHEL security staff / Engineer at destination & also required duly signed and stamped at M/s. BHEL-HPVP Main Gate Entry/ Engineer on LR copies for the purpose of calculation of Detention & Transit time.

9. INCOME TAX:

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

10. RISK PURCHASE:

In case the transporter fails to place the trailers as per contract, BHEL reserves the right to get the transportation job completed through some other party at the risk & cost of the transporter and any additional expenditure incurred due to the same shall be charged to the transporter.

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

12. Free Time: 2 days for Loading and 2 days for un-loading for each trailer in view of site formalities.

13. **13 (A).**

Detention Charges: Beyond free time of two days **Rs 1,000/-** per day at Loading point and Unloading point subject to a maximum of 10 % of freight charges.

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

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

If the consignment not taken into the factory / project premises, the same to be informed in writing / email within 2 days from the date of reaching the destination.

Detention charges shall be paid on certification from an Executive not below the rank of **Dy. Manager**, Logistics department in case of detention at BHEL, Visakhapatnam.

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

No detention charges will be payable if the vehicles report on Sundays & General Holidays.

Detention date will be counted from the date of reporting of vehicle at BHEL – HPVP before 11:00AM on working day. If vehicle reports after 11:00 AM that day will not be considered for calculation detention.

13 (B). TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY:

a) TRANSIT TIME

- a.1). BHEL attaches much importance to the timely delivery of the consignment and hence delivery should be affected without any delay. Hence penalties for delayed deliveries of consignments are levied as under.
- a.2). number of days required for reaching the destination (to be quoted by transporter in the price bid)
- a.3). Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.
- a.4). **Cases where Road Permit / Online Road permit is required, delivery time shall be reckoned from the date of issuance of Road Permit / Online permit to the Carriers.**
- a.5). **For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted.**
- a.6). In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

b). PENALTY FOR DELAYED DELIVERY

- b.1). Delay in delivery beyond the above period as described above will attract a penalty of **1% of the freight per day** subject to maximum of 10% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.

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

- b.2). If vehicles are standing at the project sites and are not allowed IN, due to various reasons for number of days after reaching the site, the site officials invariably indicate the date of entry into the site as the date of reaching and in such cases the detention of the vehicle for the no. of days outside the gate is not accounted for and is not certified by the site officials. In such cases, on a case to case basis, the date of reaching the site and the date of unloading as certified by the Head of Logistics department, Visakhapatnam will be the basis for calculation of penalty.
- b.3). 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.
- b.4). Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

14. 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.

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

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.

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.

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.

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.

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

15. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE:

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.

16. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:

- a) To ensure safe transit, the consignment loading shall be done by BHEL in its HPVP Vizag Premises/Works. The Transporter shall ensure: -
- b) Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- c) 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.
- 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 Transporter.
- e) 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.

17. SAFETY OF CONSIGNMENT:

- a) 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.
- b) 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.
- c) The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- d) Transporter shall NOT auction the material belonging to BHEL where customer/ suppliers has 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.
- e) 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.

18. VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

19. PRICE SCHEDULE:

- a) The prices shall be quoted in the price schedule attached to the tender for the complete scope of work. **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by BHEL.

- b) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- c) Tenderer should quote the rates and the amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
- d) All rates shall be quoted in the tender format only.
- e) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

20. **GENERAL:**

- a) **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**
- b) 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.
- c) Late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- d) **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- e) The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offer.
- f) 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.
- g) **Sr. Manager (Logistics)** shall be the Engineer-in-charge for herein after referred to as such in the tender.
- h) Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right to go for negotiation with the L1 bidder as per applicable guidelines.

21. **TENDER SUBMISSION:**

22.1 **The Bid shall be submitted in two parts.**

Part-I: Techno-Commercial Bid shall be placed in one cover along with the following documents:

- a) Tender documents after duly signed & stamped.
- b) Earnest Money Deposit @ Rs. 4,050/-.
- c) PAN No. & GSTIN Registration No.
- d) Turn Over Certificate of Last 3 years certified by Auditor.
- e) Valid Indian Bankers Association (IBA) certificate.
- f) Copy of R.C. Book of 2 trailers (self certified first page mentioning Reg. no. of the vehicle & name of vehicle owner).

Part-II: Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly super scribing the **Tender No. & Subject** on the envelope.

22.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 14.05.2018**.

Bidders may also send their offers by Post to "**Outsourcing Tender Box**, Adm. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **14.05.2018 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

22.3 Submission of an offer by a tenderer implies that all the tender documents were read and understood by the tenderer and 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.

22. OPENING OF TENDERS:

Techno-commercial Bids will be opened on **14.05.2018 at 14.00 Hrs.** at Customer Cell, Adm. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Earnest Money Deposit / Relevant MSME Registration Certificate / NSIC Registration Certificate along with Part- I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Manager (OS) 23/4/18

D. RAJENDRA BABU
Manager (OS)
HPVP, BHEL
Visakhapatnam-530 012

GENERAL TERMS & CONDITIONS

1. Loading will be arranged by Consignor and un-loading will be arranged by Consignee (i.e. at both points).
2. The quoted rates should be inclusive and no other charges such as incidental charges, surcharges etc. shall be paid.
3. Either consignor or consignee arranges transit insurance but the goods shall be at your risk and responsibility while they are in your custody and in transit and you are responsible for damages as per clause 8 of the carrier Act, 1865.
4. Transshipment en route is not allowed.
5. Bottle-necks, if any en route i.e. shut down of powers, removal, restoration of electric and telephone wire, weak bridges shall be responsibility of Transport Carrier and NO CHARGES in this regard will be paid.
6. Transport Carrier shall indicate the entire route in their quotation from M/s BHEL– HPVP Works, Visakhapatnam to North Chennai, TANGEDCO, Tamilnadu & Uppur, TANGEDCO, Tamilnadu. In case of diversion of route, the reason for the same to be communicated to us.
7. **Transporters those who have quoted, shall produce the documentary evidence of Membership of Indian Bankers Association.**
8. **Validity Clause:** Till completion of the contract, in case of failure to place the vehicle to meet dispatch requirement, M/s BHEL shall make alternative arrangement for dispatch at carriers Risk & Cost.

9. **PAYMENT TERMS:**

100 % of payment shall be arranged within 30 days after submission of bills & ACK.

LRs along with vehicle placement letter and Material Gate Pass duly signed and stamped by M/s BHEL-HPVP, Visakhapatnam security staff/ Engineer & LR duly signed and stamped at North Chennai, TANGEDCO, Tamilnadu / Uppur, TANGEDCO, Tamilnadu Main Gate Entry/ Engineer must be submitted for the purpose of calculation of Detention & Transit time.

10. **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.

11. **SECURITY DEPOSIT**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. 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.

C. **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 companies' 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 companies' act (FDR should be in the name of the contractor, a/c BHEL.

GENERAL TERMS & CONDITIONS

- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- f) 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)

D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, 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.

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

F. The security deposit shall not carry any interest.

12. Refund of Security Deposit

- a) 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.
- b) Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- c) 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. The security deposit shall not carry any interest.

13. EMD EXEMPTION FOR MSME VENDORS:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EMII certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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. Documents should be notarized or attested by a Gazetted officer".

14. Fraud Prevention Policy:

"The bidder along with its associate/ collaborators/sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".

- 15. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.
- 16. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit website to keep themselves updated.
- 17. The payments shall be made through on line (RTGS/ NEFT) only (format enclosed Annexure-B)

GENERAL TERMS & CONDITIONS

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18. ARBITRATION

- a) 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.
- b) 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.
- c) The decision of the arbitrator shall be final and binding on both the parties.
- d) 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.

19. 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.

SIGNATURE OF THE TENDERER WITH SEAL

Ref: OPS/OS/WS/2018-19/03 & 04/004

Date: 23.04.2018

Sub: Point to Point transportation of ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to North Chennai & Uppur, TANGEDCO, Tamilnadu by road using suitable mechanical trailers - Reg.

Tender Enquiry No.: OPS/OS/WS/2018-19/03 & 04/004, Dated: 23.04.2018

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 to **all the Terms and Conditions** of the Tender Enquiry and the prices quoted are in accordance with the same.

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

I / We give our acceptance to participate in **Reverse Auction** in case BHEL decides to go for reverse auction for this tender.

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

SIGNATURE OF THE TENDERER WITH SEAL

TRANSPORTER INFORMATION

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Transport Carrier (as registered)	
02.	Nature of Firm/ Concern: - (Sole 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.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

SIGNATURE OF THE TENDERER WITH SEAL

CHECK LIST

Sl. No.	Particulars	Enclosed (Yes / No)	Document No	Page No
01.	Signed Tender Document along with all supporting documents			
02.	Company Registration No. (Proof of registration shall be enclosed)			
03.	Earnest Money Deposit (EMD) @ Rs. 4,050/- or Valid MSME/ NSIC certificate			
04.	GSTIN Registration Document			
05.	PAN Card			
06.	Annual Turnover Certificate for last 3 years certified by practising chartered accountant			
07.	Valid Indian Bankers Association (IBA) certificate			
08.	Registration Copy of minimum 2 Nos. of Self-owned Trailers having capacity not less than 22 MT.			
09.	Certification on letter head regarding black listing / Hold in other BHEL units			

SIGNATURE OF THE TENDERER WITH SEAL

Certificate by Chartered Accountant on letter head

This is to certify that M/S
 (hereinafter referred to as 'company') having its registered office at.....
 is registered under MSMED Act 2006,
 (Entrepreneur Memorandum No (part-II)..... dated,
 Category: (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per
 the latest audited financial year as per MSMED Act 2006 is as
 follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs..... Lakhs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lakhs

(Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of
 Rs. Lakhs for
 Micro/ Small (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) Which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

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:
Date:

Bank Manager / Officer
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

PROCEDURE FOR GST PAYMENT**1. Availing Input Tax Credit (ITC) by BHEL:**

- 1.1 GST portion of invoice shall be released only upon :-
- 1.1.1 Contractor declaring such invoice in his GSTR-1.
 - 1.1.2 Receipt of goods and tax invoice by BHEL.
 - 1.1.3 Confirmation of payment of GST thereon by contractor on GSTN portal.
- 1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.3 Further, incase contractor 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 contractor along with interest levied/ leviable on BHEL.
- 1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:
- 1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20th Oct)
 - 1.4.2 Date of filing of Annual Return (Due date- 31st Dec)

2. Reverse Charge(RCM)

- 2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.
- 2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.
- 2.3 In respect services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
- 2.4 Such reverse charge shall be applicable in respect of category of goods/ services.
- 2.5 Keeping in view the requirements of relevant provisions in GST, where in any GST liability arising on BHEL under reverse charge before actual receipt of goods and/ or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

Note: GST amount shall be released to the Vendor only after GSTR1 Return is filed by the Vendor and the same is auto populated in GSTR2 of HPVP. In case there is mistake in uploading Invoice details by the Vendor in GSTR1, the Invoice details will be corrected by HPVP and the same shall have to be accepted by the Vendor in his return before any GST reimbursement.

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012
(PRICE BID)

NAME OF WORK:

Point to Point transportation of ODC Consignments from M/s. BHEL-HPVP, Visakhapatnam works to North Chennai & Uppur, TANGEDCO, Tamilnadu by road using suitable mechanical trailers.

Tender Enquiry No.: OPS/OS/WS/2018-19/03 & 04/004, Dated: 23.04.2018

NOTES:

- 1) Tenderers are advised 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 work, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated below is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity 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 based on quoted total price against each item.** BHEL-HPVP reserves the right to go for negotiation with the L1 bidder or go for reverse auction.

5) **LOAD DISTRIBUTION**

Contract shall be given to L1 bidder against each item.

If rates are identical, Indian Banks Association (IBA) seniority will be followed to arrive ranking. This ranking will be applicable for load allocation and other purposes.

- 6) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by BHEL.
- 7) Tenderer should quote the rates and the amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
- 8) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012
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NAME OF WORK:

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Tender Enquiry No.: OPS/OS/WS/2018-19/03 & 04/004, Dated: 23.04.2018

Schedule of Quantities & Rates (SOQR)

Sl. No	Description	Dimensions/ Approx. weight of the consignment	Type of Vehicle	No. of Vehicles Required	Unit Rate per Vehicle In Rs.	Total Amount in Rs.
1.	Transportation of ODC Consignment from <u>BHEL, Visakhapatnam works to North Chennai, TANGEDCO, Tamilnadu</u>	Length : 11200mm Width : 3500mm Height : 3600mm Weight : 22 MT	Suitable 22 MT Capacity Mechanical Trailer	1 No.		
2	Transportation of ODC Consignment from <u>BHEL, Visakhapatnam works to Uppur, TANGEDCO, Tamilnadu</u>	Length : 11200mm Width : 3500mm Height : 3600mm Weight : 22 MT	Suitable 22 MT Capacity Mechanical Trailer	1 No.		
		Total				

Total amount in Words:

Transit Time in Days:

Reverse Transportation (if required) with above rate is acceptable : Yes / No

Note: Carriers are requested to quote Transit time in days excluding Booking day and Delivery day.

SIGNATURE OF THE TENDERER WITH SEAL