Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruverumbur,
Tiruchirappalli – 620 014.
Phone : 0431 – 2571549, 1506,1597 E.mail : csguna@bheltry.co.in
Fax : 0431 – 2520212 Website : www.bhel.com
CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS

AN ISO 9001 COMPANY

Ref: **CCC/LOG/MMT-001** Date: **10.03.2012**

To

M/s,

Dear Sir,

Sub: MULTI-MODAL TRANSPORTATION OF BOILER CONSIGNMENTS FROM BHEL-TRICHY TO IOCL HALDIA.

1.0) The Boiler Consignments listed in ANNEXURE-C are expected to be despatched to IOCL Haldia site during the financial year **2012-13 and beyond**, from BHEL, Trichy.

2.0) Sealed tenders under two part bid system are invited from reputed, financially sound bidders (meeting PRE QUALIFYING CRITERIA as mentioned in Section-I Annexure A) who are experienced in Multi-modal transportation of consignments for the award of contracts for multi-modal transportation of Boiler components listed in Annexure-C. **Only those bidders who meet our qualifying requirements (SECTION-I & II of ANNEXURE-A) will be considered for evaluation**.
Please submit your quotation for multi-modal transportation of the Boiler components by 40'trailer/70'trailer/lorry/Taurus /Barges/Ships from BHEL-Trichy to IOCL, Haldia (as defined in scope of work of price bid in Annexure-D) as per the details given in Annexure-C along with duly signed terms & conditions (Annexures – A, B, E, F & G enclosed).

3.0) Tender documents are to be downloaded from our website www.bhel.com. Cost of the tender document is Rs. 1000/-(non refundable) and EMD is Rs.2,00,000/- and the same shall be paid through DD's (in favour of Bharat Heavy Electricals Limited and payable at Trichy) along with the Techno-Commercial bid. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only. Bidders should regularly visit above website to keep themselves updated.

For Bharat Heavy Electricals Limited, Trichy

(C S Gunasekaran)
SM/CCC/LOGISTICS

Encl: 1) List of Consignments – Annexure-C
2) Terms & Conditions, Annexure – A (SECTION- I, II & III), B, E, F & G
3) Price Bid FORMAT (Annexure –D)

Date: Signature of the Tenderer
Place: with seal and full address

SALIENT DETAILS OF NIT

SL	ISSUE	DESCRIPTION
1.0	Job Description	Multi-Modal Transportation of Boiler Components From BHEL-Trichy to IOCL Haldia (as explained in Annexure D)
2.0	Tender No	**CCC/LOG/MMT-001 DATED 10.03.2012**
3.0	**Details Of Tender Document**	
3.1	Annexure-A	
	Section-I	Pre Qualifying Criteria (Technical)
	Section-II	Pre Qualifying Criteria (Financial)
	Section-III	Terms & Conditions
3.2	Annexure-B	Checklist
3.3	Annexure-C	List of Consignments
3.4	Annexure-D	Price Bid Format
3.5	Annexure-E	Bankers Certificate Format
3.7	Annexure-F	Experience for Multi Modal Transportation Format
3.8	Annexure-G	Letter of compliance in company's Letter Head
4.0	Due Date Of Offer Submission	**24.03.2012 (10-30 HRS).**
5.0	Due Date Of Opening Techno-Commercial bid	**24.03.2012 (10-35 HRS).**Techno-commercial bid will be opened at 10:35 hrs. on due date for which bidder may depute his representative.
6.0	EMD Amount	Rs 2,00,000.00/-(Two lakhs only)
7.0	Cost of tender Document	Rs 1,000/-(One thousand only).
8.0	Validity of the Contract	One year from date of contract.
9.0	Last Date Of Seeking Clarification	17.03.2012 Through mail addressing to undersigned.
10.0	**L1 Bidder**	**L1 bidder will be decided on lowest overall rate per MT (end to end)**
11.0	Port of Loading	The port of loading will be Karaikal Port.
12.0	Port of Unloading	The port of unloading will be Haldia Port.

Date:
Place:

Signature of the Tenderer
with seal and full address

ANNEXURE – A

SECTION-I
PRE-QUALIFYING CRITERIA (Technical)

Quotations are invited from reputed, financially sound logistics providers who are experienced in Multi-modal transportation of consignments for the award of contracts for multi-modal transportation of Boiler componenets listed in Annexure-C.

PRE QUALIFYING CRITERIA

1.0) FLEET OWNERSHIP:

1.1) BARGE: The bidder should own at least two Flat Top IRS approved registered Barges of each minimum 2500 DWT either owned or leased.

1.2) TUG: The bidder should also own an MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 10 MT either owned or leased.

1.3) VEHICLES: The bidder should owned minimum 15 nos. of 40' trailers, 5 nos. of 70' trailer and 20 nos. of lorry/Taurus for road transportation either owned or leased (Ownership either in the name of the company or in the name of Partners/Directors & all confirming to the relevant provisions of MV Act).

2.0) STORAGE FACILITY:

2.1) Tenderer should have storage facilities with suitable bounded area and security at Karaikal and Haldia port either owned by them fully or can be taken on lease basis. In both the cases, the documentary evidence shall be produce.

2.2) The storage area must be facilitated with handling facilities. It should be suitable for handling BHEL components/cargo upto 5000 MT.

3.0) INSURANCE CONVERAGE

3.1) Tenderer should produce documentary evidence for all the insurance coverages done by them for road transportation, sea transportation, and coverage for the storage of materials for the applicable risk factor connected to the materials.

4.0) ACTIVITY FLOW CHART (METHOD STATEMENT)

4.1) The tenderer should submit a flow chart of activities (Method Statement) commencing from lifting the materials from Logistics area of BHEL, Trichy and till it is delivered at site and obtaining acknowledgement from the site. They are also requested to indicate the time required for each activity approximately.

5.0) MANDATORY BRANCH OFFICE:

5.1) Definition of the Branch: An Office with Land line phone, person to be contacted and available all the time.

5.2) Bidder must have the branch at Trichy, Karaikal and Haldia with e-mail facility. If Email facility is not available, the Transporter to whom the Contract is awarded shall provide the same immediately within 2 weeks from the date of award of Contract / LOI (Letter of Intent) failing which the Contract shall be suspended.

5.3) Documentary proof (Registration Documents / Lease agreement / Telephone Bill Receipt/ EB Bill Receipt etc.) shall be enclosed.

5.4) Surprise checks will be carried out for verification of the office premises.

Date: Signature of the Tenderer
Place: with seal and full address

6.0) EXPERIENCE

6.1) Tenderer should have minimum experience of transportation of materials (minimum 5000 MT in a single project or combination of two projects) through Multi Modal Transportation via Karaikal port or Haldia port Sea route or via any other similar port in India within two years i.e. 2009-10 and 2010-11.

6.2) Tenderer should have experience in the Customs formalities/clearance and the connected activities shipment by sea. The testimonials in this regard including the Registration Certificate should be attached with the offer.

7.0) QUALITY & SAFETY

7.1 Bidder shall submit Health & Safety norms, Quality norms/Quality control records and checklist for ensuring the safe movement of consignments as being practiced by them. Bidder shall submit all the complete documentation in this regard for the past project executed by them.

Date: Signature of the Tenderer
Place: with seal and full address

SECTION-II
PRE-QUALIFYING CRITERIA (Financial)

1.0) ANNUAL TURNOVER:

1.1) A minimum yearly turnover of Rs.5 Crores should have been done by the vendor in this line of business in the past 2 years.

2.0) BALANCE SHEET

2.1) Balance Sheet for Last 3 Years (2008-09, 2009-10 and 2010-11) (Provisional or Final) duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

3.0) PAN CARD

3.1) Vendor should provide the copy of valid PAN CARD belongs to Owner/Partner/Company name.

4.0) PROFIT LOSS ACCOUNT

4.1) Profit & Loss Account for Last 3 Years (2008-09, 2009-10 and 2010-11) (Provisional or Final) duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India.

5.0) INCOME TAX:

5.1) Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for Last 3 assessment years duly attested by Notary.

6.0) BANKER'S CERTIFICATE:

6.1) Banker's certificate regarding current financial position of the Company (Original) shall be submitted.

7.0) PF AND SERVICE TAX REGISTRATION

7.1) The vendor should have valid PF registration number and Service Tax Registration Number.

Date: Signature of the Tenderer
Place: with seal and full address

SECTION-II
TERMS & CONDITIONS

1.0) The offer shall be sent in one (1) separate sealed envelope. Complete set shall be sent to BHEL-Trichy as per following details:

COVER-I

2.0) Cover (I) envelope shall be sealed and super scribed with "COVER (I) FOR MULTI-MODAL TRANSPORTATION OF BOILER COMPONENTS FROM BHEL TRICHY TO IOCL HALDIA TENDER REF: CCC/LOG/MMT-001 DATED 10.03.2012" Transportation charges shall not be mentioned anywhere in the Techno-Commercial Bid

THE FOLLOWING DOCUMENTS SHALL BE ENCLOSED TO "Cover (I)"

2.1) Memorandum of the Articles of the Company / Valid Registered Partnership Deed and Power Of Attorney which ever applicable duly attested by Notary

2.2) FLEET OWNERSHIP DOCUMENTS:

2.2.1) List of Lorries/Taurus/Trailers with Registration Nos. is to be furnished. Photostat copies of R.C Books duly attested by Notary are required.

2.2.2) Documentary proof of ownership of at least two Flat Top IRS approved registered Barges of minimum 2500 DWT.

2.2.3) Documentary proof of ownership of MS Act registered IRS approved one Towing Tug with BOLLARD power of minimum 10 MT.

2.4) ANNUAL TURNOVER: Annual reports / Accounts for financial years 2008-'09, 2009-'10 and 2010-'11 (Provisional or Final) duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of bidder, other than limited company, the annual account so submitted should be the same as submitted to Income Tax Authorities. The bidder shall mention the clear postal address of the Income Tax Authority where the I.T. returns are submitted.

2.5) EXPERIENCE:

2.5.1) Tenderer should have minimum experience of transportation of materials (minimum 5000 MT in a single project or combination of two projects) through Multi Modal Transportation via Karaikal port or Haldia port Sea route or via any other similar port in India within two years i.e. 2010 and 2011.

2.5.2) Tenderer should have experience in the Customs formalities/clearance and the connected activities shipment by sea. The testimonials in this regard including the Registration Certificate should be attached with the offer.

2.7) BANKER'S CERTIFICATE: As per Annexure-E

2.8) Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for financial years 2008-'09, 2009-'10 and 2010-'11 duly attested by Notary.

2.9) Copy of "PAN allotment letter" issued by Income Tax Authorities duly attested by Notary.

2.10) Copy of "PF Registration Number"

2.11) Copy of Service Tax Registration NOTE: BHEL reserves the right to verify the originals in respect of above documents.

2.12) The Proformas (i.e. Annexure A, B, C, E, F & G) shall be filled in and enclosed to Cover-I.

2.13) Duly signed and stamped Tender Documents & Corrigenda, if any

2.14) Any other details preferred by bidder with proper indexing

COVER-II

3.0) Demand Draft towards EMD & Tender cost as per instructions in Clause 7.0 super scribed with "COVER (II) FOR MULTI-MODAL TRANSPORTATION OF BOILER COMPONENTS FROM BHEL TRICHY TO IOCL HALDIA TENDER REF: CCC/LOG/MMT-0001 DATED 10.03.2012"

Date: Signature of the Tenderer
Place: with seal and full address

COVER (III):

4.0) The third envelope shall contain only the price bids towards transportation of LISTED consignments as per proforma Annexure-D. The rate quoted shall be firm during contract period. Any mentions like "actual" or "approximate" on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. The envelope shall be sealed and super scribed with "PRICE BID FOR MULTI-MODAL TRANSPORTATION OF BOILER COMPONENTS FROM BHEL TRICHY TO IOCL HALDIA TENDER REF: CCC/LOG/MMT-0001 DATED 10.03.2012"

The rates quoted shall be inclusive of all Taxes and Duties etc. and exclusive of Service Tax. If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.

COVER (IV):

5.0) Cover (I), cover (II) and Cover (III) shall be enclosed to Cover (IV). The Cover (IV) shall be sealed and super scribed with " TECHNO-COMMERCIAL BID FOR MULTI¬MODAL TRANSPORTATION OF BOILER COMPONENTS FROM BHEL TRICHY TO IOCL HALDIA TENDER REF: CCC/LOG/MMT-0001 DATED 10.03.2012"
This cover IV shall be address to:
"SM/CCC/LOGISTICS, BLDG. NO-61, STORES BLDG, FB ADMINISTRATIVE BLOCK, NEAR TO EAST GATE, BHEL, TRICHY-620014" to reach on or before 24.03.2012 by 10:30 Hrs. BHEL is not responsible for any postal delay.

6.0) The Techno-Commercial bids (Cover IV) shall be opened at 10:30 Hrs. on the due date in the presence of those bidders who choose to be present. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders. BHEL reserves the right to conduct reverse auction.

7.0) An amount of Rs. 1000/- (Rupees One Thousand only) shall be paid towards Tender fee by DD / PAY ORDER from any Nationalised Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'TRICHY' and the same shall be enclosed to the "Cover (II) ".
An amount of Rs. 2,00,000.00 (Rupees Two Lakhs only) shall be paid towards EMD by DD / PAY ORDER from any Nationalised Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'TRICHY' and the same shall be enclosed to the "Cover (II) ".
The quotations received without Tender fee and/or EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the agency shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally with in fifteen days of acceptance of award of work by the successful bidder. In respect of successful bidder, the EMD shall be adjusted towards Security Deposit. No interest on EMD amount shall be paid by BHEL.

8.0) SECURITY DEPOSIT:

8.1) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

The Contractor shall pay the Security Deposit within a week after award of contract.

Date: Signature of the Tenderer
Place: with seal and full address

8.2) Security Deposit may be furnished in any one of the following forms:

i) Pay Order, Demand Draft in favour of BHEL.

ii) Local cheques of scheduled banks, subject to realization.

iii) Securities available from Post Offices such as National Savings Certificates etc. (Certificates shall be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

iv) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% shall be remitted either by cash or in the other form of security. The Bank Guarantee format shall have the approval of BHEL.

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

vi) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be paid before start of the work and the balance 50% shall be recovered from the running bills.

vii) EMD of the successful bidder shall be converted and adjusted against the security deposit.

viii) The security deposit shall not carry any interest.

ix) 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

8.3) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

NOTE: Acceptance of Security Deposit against Sl.No. (iii) and (v) shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connection therewith.

9.0) EMD / SD by the bidder will be forfeited if:

11.1) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.

11.2) The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.

11.3) Failure to enter into agreement within a week of award of contract.

10.0) BHEL reserves the right to accept / reject the tender either in full or in part at their discretion without assigning any reason therefore. Tender will be awarded to L1 bidder on lowest rate basis for both consignments. L1 bidder will be decided on the lowest rate per MT. The L1 bidder has to solely execute the job/jobs during the contract period. The consignment details are furnished in Annexure-C (along with sizes and weights and tentative handing over months) to have an idea of the products and dates of readiness for despatch. BHEL also reserves the right to delete one or more consignments in this tender, without assigning any reasons whatsoever.

11.0) The successful bidder shall enter into an agreement prior to taking up the job/s on Non-Judicial Stamp Paper worth Rs.100.00 at his cost. The agreement shall be entered within a week of award of contract.

12.0) Failure to enter into agreement within a week or failure to supply the trailer within 15 days from the date of intimation shall lead to forfeiture of EMD / SD and termination of contract. In such an event BHEL reserves the right to engage trailers/Barges/Ships from other successful bidders (i.e. L2, L3, L4…..), at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the L1 bidder.

Date: Signature of the Tenderer

Place: with seal and full address

13.0) ROUTE DETAILS: The transporter should provide route details identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the consignments and submit a detailed route survey report containing all important stations and relevant information regarding the obstructions enroute Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels , sharp U-turns etc. The route survey should, then be certified by an approved surveyor. The proposed route for Multi-Modal transportation of Boiler consignments is:

a) Inland movement of Boiler Consignments by 40'trailer/ 70'trailer/Lorry from BHEL Trichy to Loading Port i.e. Karaikal Port.

b) Waterways journey from Port of Loading (Karaikal Port) to Port of Unloading (Haldia Port.

c) Inland movement of Boiler Consignments by 40'trailer/ 70'trailer/Lorry from Port of unloading i.e. Haldia Port to IOCL Haldia site.

14.0) PERMITS: The required permits from Sales Tax Department / RTA / PWD / Commercial Tax / Electricity / Railways or any other agencies for movement of the trailer enroute shall be obtained by the bidder at his cost. It is the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim is allowed on the accepted rate on any account. Any delay in delivery of the equipment due to non-availability of permission from above agencies shall be substantiated by documentary evidence.

15.0) LOADING & UNLOADING at BHEL Trichy as well as IOCL Haldia site shall be done by BHEL/Customer. **Unloading/Loading at Port onto Barge/Ship etc. shall be done by contractor**.

16.0) VALIDITY OF PRICE BIDS: The consignments despatch is likely to be started from end of May 2012 (Tentatively). However, the rates quoted shall be valid for a period of One year from the date of opening the Techno-Commercial Bid for placement of the order and twelve months for execution of the contract thereafter. Bharat Heavy Electricals Limited reserves the right to extend the period of the contract for further period of 2 months on the same rates, terms and conditions by giving notice of one month before expiry of this contract.

17.0) The bidder should arrange suitable watch and ward at the warehouses, port and enroute in adequate numbers.

18.0) The bidder should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / enroute etc.

19.0) The bidder should arrange suitable Barges/Ships in requisite number as per required schedule for safe and timely transportation of consignments through waterways.

The bidder should firm-up Barge/Ship sailing schedules after taking into account the recommendations issued to Registrars of sailing vessels by Directorate General of Shipping with regards to foul weather and obtain all required clearances/permit from all Governmental / non-Governmental authorities for transportation of consignments through sea route. Coastal, Customs clearance and coastal B/L, if any, is to bidder's account.

20.0) Bidder is responsible for Shipping / transportation of the consignments from Storage facility to port of origin unloading on the barge/Ship, property placing holding / tying / fastening /lashing /securing the cargo on Barge/Ship.

21.0) Bidder should firm-up inland road transport route from Port of Discharge to Project Sites. Identify roads, bridges etc. requiring further strengthening, modification, construction of bypasses and generate BOQ for such safe transportation. While identifying route, distribution of loads on bridges and culverts including prepping of bridges on the way shall be considered as per the statutory norms.

Date: Signature of the Tenderer

Place: with seal and full address

22.0) Bidder should obtain all required clearances / permit from all Governmental / Non–Governmental authorities E.g. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / Persons for transportation of consignments through inland road transport route identified by the bidder. Bidder should also ensure that all taxes / Duties for Trailers/Lorries/Taurus are paid to the concerned authorities.

23.0) Unloading the consignments from barge/ship, loading on to the Trailer/Lorries/Taurus, properly placing / tying / fastening / lashing / securing shall be in bidder's scope.

24.0) Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain from receipt of cargo in BHEL to delivery of the same at site.

25.0) Finalise entire transportation schedule so as to meet the project schedule requirement.

26.0) Coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. To coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.

27.0) Transit Time:

BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be affected without any delay.

Transportation from BHEL,Trichy to Karaikal port	: 4 days
Unloading of consignments from vehicle to storage area	: 4 days
Storage of consignment (till suitable quantity arriving for a Barge Load) (tentative)	: 3 days
Customs and other authorities clearance	: 10 days
Loading from store area to Barge/Ship	: 7 days
Transportation via sea route	: 10 days
Unloading of consignment from ship/barge to Haldia port	: 7 days
Storage of consignment	: 3 days
Loading of consignments from storage area to vehicles	: 6 days
Transportation of last consignment from Haldia port to IOCL Haldia site	: 3 days

Transit time for this complete transportation is 2 months from the last despatch from BHEL Trichy, logistics area after handling over all the required documents to contractor. This transit time includes all the transportation through road, sea route, Loading-Unloading time at different places, time required for customs authorities clearance etc. Any delay beyond the date of transit time, where delay is not on the account of BHEL, contractor has to pay penalty for that.

28.0) Grace Period:

28.1) In addition to the normal time allowed as in (27.0), a grace time of Two weeks is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded.

28.2) Delay in delivery beyond the above period as described in (27.0) and (28.1) will attract a penalty of 2 % of the freight per Week or part thereof for the first week and at the rate of 4% for the second week, 12% for the next two weeks and at 20% for next 2 weeks subject to a maximum of 70% of the total freight payable against a particular consignment over a maximum delay of 6 weeks.

However, in deserving cases an official of BHEL, not below the rank of DGM of concerned department shall have authority 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.

28.3) Any delay beyond the stipulated time will be viewed seriously. BHEL will monitor the performance of the Carrier on this account and periodical review will be carried out and suitable action will be taken including suspension/foreclosure/termination of contract and de-listing from the existing registration with BHEL.

Date: Signature of the Tenderer

Place: with seal and full address

29.0) It is the responsibility of the Bidder to ensure that the age of the vessel being offered for ocean /sea carriage is less than 25 years and complies with all the necessary regulations of international trade and Insurance regulations. Shipping Corp. of India owned vessels are exempted from age restriction. Vessels approved by M/s New India Assurance Co. and thus exempted from payment of any overage extra insurance premiums are also acceptable.

30.0) All taxes, charges and dues of vessel, if any, during execution of this contract shall be on bidder account both in loading port and in the discharge port.

31.0) For Heavy Haulage (Road Transport), successful bidder will be required to provide Route details as per the existing rules/laws/statutory provisions of local governments/central government and submit a copy of the details to BHEL. Clearances for transport of Over Dimensional cargo / Power blocks is to be obtained by bidder from the relevant authorities. All levies, statutory fees or any charge levied by any authority on this account shall be borne by the bidder. If any civil work like widening of Road, strengthening of Bridges / Culverts etc have to be carried out to facilitate safe transportation than the same would have to be borne by the bidder and will not have any financial bearing on BHEL.

32.0) **OBSERVANCE OF LOCAL LAWS:**

a) The bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The bidder shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

b) The bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be leviable on account of any of the operations connected with the execution of this contract.

c) The bidder shall be responsible for the proper behaviour and observance of all regulations by the staff employed.

33.0) All port charges like wharfage, storage, demurrage, detention charges, Stamp Duty Charges etc., shall be to the bidder's Account.

34.0) Ensure that loading / unloading of the main equipment is kept to minimum such as directly unloading the cargo to barge/ship at port of origin and to trailer at port of discharge. Certificate from an IRDA licensed surveyor/ independent and reputed agency/ Naval Architecture towards proper lashing, stability etc. to be provided.

35.0) The approximate dimension schedule of materials which is to be received at Port of Loading is enclosed in Annexure–C. Please note that the sizes given at Annexure–C are indicative and for guiding the bidder. The actual shipment particulars may vary and shall be known at an appropriate stage from BHEL.

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36.0) Bidder shall be allowed to use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size. The bidder shall also submit along with the bid, the proof of owning / tie up with owning agency, for the major T&P's.

37.0) Bidder shall ensure timely and continuous unloading of cargo from incoming Trailer / Barge/Ship and transportation of the same to site. Any demurrage or associated costs due to delay in unloading Trailer/ Barge/Ship etc shall be to the Bidder's account.

38.0) Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.

39.0) Bidder shall prepare all the necessary documents in required number of copies to accompany with the Barge / Ship/ Trailer while leaving for site form the port to ensure smooth transportation without hindrance from any Government or local agency on the way.

Date: Signature of the Tenderer

Place: with seal and full address

40.0) Bidder will work round the clock at the port / storage facility / enroute. Bidder shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.

41.0) The cost of liaison and co-ordination with all concerned authorities will be to bidder's account.

42.0) Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.

43.0) Bidder shall own all risks and responsibility from the time of taking over the cargo at the port of origin till safe delivery at project site and taking over by BHEL or their authorized representative at site.

44.0) Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage facility / project site, movement status of various trailers as on date, constraints if any, etc.

45.0) All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to non compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.

46.0) Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving consignments to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the Bidder shall be solely responsible.

47.0) Bidder shall depute at least one competent person with all communication aids (Eg. mobile, fax etc.) at each of the following places: Port of Loading / Port of Discharge / Project Site, to ensure proper coordination of logistics for the entire duration of the contract. The cost associated with the same shall be included in the unit rates.

48.0) No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, Bidder shall be responsible for all penalties levied and shall pay from their own account.

49.0) The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL, Trichy, until the same is delivered at the respective site and no claim whatsoever will be entertained arising out of change in route/port and related thereto. The rates quoted shall be inclusive of all taxes (except service tax), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. Service tax if any, shall be reimbursed on submission of documentary evidence. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required enroute and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract. OCTROI CHARGES (if any) SHALL BE PAID BY BHEL, subject to submission of documentary evidence. Route/Distance approval should be taken in advance for each consignment.

Date: Signature of the Tenderer
Place: with seal and full address

50.0) INDEMNITY: The bidder shall indemnify and keep indemnified BHEL all losses,, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of the contract.

51.0) Registration numbers for Service Tax and PAN are to be submitted along with Techno commercial bid.

52.0) FORCE MAJEURE: The following shall amount to force majeure conditions:

52.1) Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.

52.2) If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

52.3) The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

52.4) Force Majeure conditions will apply on both sides.

53.0) PREVENTION OF CORRUPTION:

53.1) Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

53.2) BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation if the bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.

54.0) MOBILIZATION CHARGES: BHEL reserves the right to reject the trailer, the driver and crew of the trailer, if not found fit for BHEL's satisfaction. In case the trailer has to be withdrawn i.e. .without load after taking inside the BHEL works, due to any reason, only 2% of freight (for road transport only) shall be paid towards mobilization charges.

55.0) SUB-CONTRACTING: Sub contracting of the work either in full or in part is not allowed.

56.0) SAFETY & INSURANCE: The contractor is responsible for safe delivery of the consignment at the destination. However BHEL / CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL /CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, on-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging

insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Trichy also.

57.0) PAYMENT: Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the LR copy having delivered the consignment in good condition. The PAN Number shall be indicated on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal:

"Certified that we have not availed cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No. 12/2003 –ST dated 20.06.2003 stage"

Stage wise payment shall be released as follows:

58.0) EVALUATION: Offers are evaluated on lowest cost to BHEL basis after qualifying Techno-Commercial bidding.

59.0) Extension of time will not be considered in normal circumstances. However, under exceptional cases request for extension of the time from the transporter will be reviewed on case to case basis based on representation from the transporter duly substantiated by documentary evidence.

60.0) Non-compliance of BHEL's terms and conditions on the part of transporter will result in his offer liable to be rejected. Offers of such transporters, who have underperformed in the earlier tenders are also liable to be rejected.

61.0) It will not be binding on BHEL to release indents for transportation of all consignments for which contracts have been awarded. This is due to reversal of decisions from assembled to dismantled conditions of certain consignments, based on site requirements and customer feedback.

62.0) REJECTION OF OFFERS: Canvassing in any form in connection with the Tender is strictly prohibited and such tenders are liable to be rejected. All information furnished by the bidder is taken to be authentic for evaluation of tender. Should any information found to be incorrect subsequently at any time, the tender shall be rejected and EMD/SD shall be forfeited.

63.0) RISK PURCHASE: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

71.1) If at any time during the currency of the contract, the bidder fails to tender all or any of the services required under the scope if work if the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.

71.2) To recover any moneys due from the bidder, from any moneys due to the bidder under this or any other contract or from the Security Deposit.

71.3) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

64.0) BHEL reserves the right to finalize this tender through reverse auction.

Date: Signature of the Tenderer
Place: with seal and full address

65.0) ARBITRATION:

65.1) If at any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. Executive Director, BHEL-Trichy or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONDILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.

65.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

65.3) The place of Arbitration will be BHEL, Trichy.

Date: Signature of the Tenderer
Place: with seal and full address

ANNEXURE–B

CHECKLIST FOR SCRUTINY ON BID OPENING ENQUIRY REF: CCC/LOG/MMT-001 DATED 10.03.2012 MULTI-MODAL TRANSPORTATION BOILER COMPONENETS FROM BHEL, TRICHY TO IOCL, HALDIA

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE : _____

NAME OF PERSON TO BE CONTACTED: _____

TELEPHONE Nos. : (Office) _____ Resi. _____Mobile: _____

Fax:_____ E-Mail: _____

Date: Signature of the Tenderer
Place: with seal and full address

ANNEXURE-B

Sl. No	PARTICULARS FOR EVALUATION OF TECHO-COML.BID	Comments/ Remarks by Bidder	Compliance enclosed at Page...of offer
1	IS THE BID SUBMITTED STRICTLY IN ORDER AS PER TENDER TERMS AND CONDITIONS		
2	DD/PAY ORDER/CASH RECEIPT NO. & DATE FOR RS.1000/- TOWARDS COST OF TENDER DOCUMENT		
3	DD/PAY ORDER NO.& DATE FOR RS.2,00,000/- TOWARDS EMD		
4	PRICE BID AS PER ANNEXURE-D		
5	DOCUMENTS SUPPLEMENTING ELIGIBILITY IN T&C RELATING TO MOU/POWER OF ATTORNEY/FIRM REGISTRATION DETAILS		
6	IT RETURNS FOR THE FINANCIAL YEARS 2008-'09, 2009-'10 AND 2010-'11		
7	AUDITED ANNUAL REPORT OR BALANCE SHEETS FOR THE FINANCIAL YEARS 2008-'09, 2009-'10 AND 2010-'11		
8	BANKERS CERTIFICATE AS PER ANNEXURE-E		
9	DETAILS OF MULTI MODAL TRANSPORTATION CONTRACTS AWARDED BY OTHER BHEL UNITS/PSU'S		
10	MULTI MODAL TRANSPORTATION OF MINIMUM 5000 MT IN A SINGLE PROJRECT OR COMBINATION OF TWO PROJECTS VIA KARAIKAL PORT OR HALDIA PORT OR ANY SIMILAR PORT IN INDIA		
11	OWNERSHIP OF AT LEAST TWO FLAT TOP IRS APPROVED REGISTERED BARGE OF MINIMUM 2500 DWT		
12	PRICE QUOTED IN THE PRICE BID IS INCLUSIVE OF ALL TAXES AND DUTIES AND EXCLUSIVE OF SERVICE TAX ETC.		
13	DULY SIGNED AND STAMPED COPY OF FULL TENDER DOCUMENT INCLUDING ALL ANNEXURES		
14	ANY OTHER DETAIL THE TENDERER DESIRES TO FURNISH		

Date:
Place:

Signature of the Tenderer
with seal and full address

ANNEXURE – C

ENQUIRY REF: CCC/LOG/MMT-001 DATED 10.03.2012 LIST OF CONSIGNMENTS STARTED TO BE DESPATCHED ON MAY 2012-13 & BEYOND

Description of the Consignment: Power Boiler components- in consisting of fabricated stroked machined items either fully packed or partially packed or in naked condition, depends on the nature of the item.

Dimensions of the Consignment: i) 12.5 X 2.5 X 2.0 meter to 15.0 X 4.0 X 3.0 meter
ii) 24.0 X 2.5 X 2.0 meter to 24.5 X 4.0 X 3.0 meter

Despatch Schedule: End of May 2012

Despatch Schedule mentioned above is tentative which is subject to variation and actual date of requirement of Vehicles will be further reconfirmed two weeks ahead. However the above details are informative for tender purpose.
The sizes and weights mentioned above are tentative and the actual may vary.

WE UNDERTAKE TO PROVIDE SUITABLE VEHICLE/BARGES/SHIPS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS INTIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

Date: Signature of the Tenderer
Place: with seal and full address

ANNEXURE-D

(PRICE BID FORMAT) ENQUIRY REF: CCC/LOG/MMT-001 DATED 10.03.2012

Scope of Work	Rate per MT (Excluding Service Tax)
Multi Modal Transportation of Boiler Components from BHEL Trichy to IOCL Haldia, as per the requirement BHEL read with the scope, terms and conditions etc. as per Tender No. CCC/LOG/MMT-001	Rs._____ per MT Rupees _____ _____only per MT

NOTE: This scope of work includes

1. Transportation of consignment from BHEL, Trichy to Karaikal port through road transportation.
2. Unload the consignment from vehicle at Karaikal port.
3. Store the consignments in storage area till all the consignments reached the Karaikal port.
4. Obtain all the export documents and customs clearance by the customs authorities at Karaikal port.
5. Load the all consignments from store area to Barge.
6. Transportation of all consignments through Sea route transportation from Karaikal port to Haldia port.
7. Obtain all the import documents and customs clearance by the customs authorities at Haldia port.
8. Unload the material from Barge to Storage area at Haldia port.
9. Transportation of consignments from Haldia port to IOCL Haldia site trough road transportation.
10. Delivering material at Haldia site and obtaining delivery acknowledgement from site.

Sea route transportation can be done in one trip or in maximum two trips. This will be depended upon the availability of finished goods/consignments.

Date: Signature of the Tenderer
Place: with seal and full address

ANNEXURE –E

ENQUIRY REF: CCC/LOG/MMT-001 DATED 10.03.2012

(Proforma for Banker's Certificate on Bank's Letter Head)

M/s.
.....
.....
..... (NAME OF THE TRANSPORTER WITH ADDRESS) (a limited company / private company / partnership / proprietorship) is maintaining a current account in our bank continuously since April 2009 till date. The transactions of the firm have been found satisfactory and their financial position is sound.

Date: SIGNATURE WITH SEAL OF THE BANK

Date: Signature of the Tenderer
Place: with seal and full address

ANNEXURE-F
ENQUIRY REF: CCC/LOG/MMT-001 DATED 10.03.2012

REF:…….. DT:…….

CERTIFICATE

THIS IS TO CERTIFY THAT M/S……. (NAME OF THE CARRIER) HAVE SUCCESSFULLY EXECUTED THE FOLLOWING MULTI-MODAL TRANSPORT CONTRACTS WEIGHING TOTAL MINIMUM 5000 TONS.

Sl. No.	FROM	TO	PORT OF LOADING	PORT OF UNLOADING	DESCRIPTION OF THE CONSIGNMENT	MONTH/ YEAR OF EXECUTION	WT.
1							
2							

(In case of combined weight, the total No. of projects should not be more than two)

Date:
Place:

Signature of the Tenderer
with seal and full address

ANNEXURE-G

(Letter of compliance in company's Letter Head)

Ref No: Date:

Sub: Your Tender No. CCC/LOG/MMT-001 DATED 10.03.2012

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptance to us and our offer is based on the same. In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender. Further, it is also confirmed that we have submitted the price bid in your price bid format as per ANNEXURE-E only without any deviations / conditions. In case, any deviation is observed in the Price bid the same is not to be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

Date: Signature of the Tenderer
Place: with seal and full address