



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचन्द्रापुरम, हैदराबाद – 502 032

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad – 502 032,INDIA

CENTRAL DESPATCH CELL

Phone: 040-23183411 Fax. 040-23021940 ;
e-mail: barad@bhelhyd.co.in

REF: CDC / Shipping /MM/2010-'11

DT: 15-09-2010

TO

M/S.

Dear Sir,

Sub: Despatch of ODC Consignments by Multi Modal Transport- Reg.

- 01) The ODC Consignments listed in ANNEXURE-C are expected to be despatched to different destinations during the financial year 2010-'11 and beyond , Ex. BHEL, Ramachandrapuram, Hyderabad-502 032.
- 02) Sealed tenders under two part bid system are invited from reputed , IBA recommended ,financially sound transport contractors who are experienced in Multi-modal transportation of heavy ODC consignments for the award of contracts for transportation of heavy lift consignments listed in Annexure-C .**Only those bidders who meet our qualifying requirements (SECTION-I of ANNEXURE-A) and attend the pre-bid meeting on 27-09-2010 will be considered for evaluation.** Please submit your quotation for transportation of the equipment by Hydraulic Trailers/Barges/Ships from BHEL-Hyderabad-32 to various destinations as per the details given in Annexure-C along with duly signed terms & conditions (Annexures – A, B, D , F ,G , H & I enclosed) . Tender documents are to be downloaded from our website www.bhel.com . Cost of the tender document is Rs.2000/- (non refundable) and EMD is Rs.2,00,000/- , and the same shall be paid through DD's (in favour of BHEL and payable at Hyderabad) along with the Techno-Commercial bid. Tender documents can be downloaded from our website www.bhel.com

Thanking you,

Yours faithfully,

(ASHOK BARAD)
AGM / CDC

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

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ANNEXURE – A **TERMS & CONDITIONS**

SECTION-I

Quotations are invited from reputed , IBA recommended ,financially sound transport contractors who are experienced in Multi-modal transportation of heavy ODC consignments for the award of contracts for transportation of heavy lift consignments listed in Annexure-C.

ELIGIBILITY CRITERIA

1. FLEET OWNERSHIP OF HYDRAULIC AXLES/PULLERS/BARGES/TUGS :

- 1.1) The bidder should own a Minimum of **35 Hydraulic Axles** (Ownership either in the name of the company or in the name of Partners/Directors) **and 6 Prime Movers** (Pullers) , of which at least two of them should be **520 HP** and all confirming to the relevant provisions of MV Act.
- 1.2) The bidder should own at least one Flat Top IRS approved registered Barge of minimum 2000 GRT.
- 1.3) The bidder should also own an MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 10 MT.

2. IBA RECOMMENDATION : The bidder should have an **IBA** recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the contract.

3. ANNUAL TURNOVER : Minimum Turnover per year (with respect to freight revenue only) as follows

- (1) **2006-07Rs.10.00 Cr.
(Rupees Ten Crores only)**
- (2) **2007-08Rs.12.00 Cr.
(Rupees Twelve Crores only)**
- (3) **2008-09Rs.14.00 Cr.
(Rupees Fourteen Crores only)**

4. EXPERIENCE : The bidder shall submit proof of having transported at least **5 ODC Consignments of 200 MT & above** by Hydraulic Trailers from January **2008 to March 2010.** (Documentary proof to be submitted as per **ANNEXURE-G**).

5. Bidder should also have experience in towing at least one Flat Top Barge and submit documentary evidence of the same

6. The bidder should have handled at least four multi modal transport contracts weighing minimum of 250 MT and submit proof for the same as per **ANNEXURE-H**.

7. GAZETTE NOTIFICATION : The bidder's name should figure on the Gazette published by the Ministry of Shipping, Road Transport & Highways (Department of Road Transport and Highways).

8. BANKER'S CERTIFICATE : Bankers certificate as per **Annexure-F** is applicable.

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THE FOLLOWING DOCUMENTS SHALL BE ENCLOSED TO “ TECHNO-COMMERCIAL BID ”

9. **Memorandum of the Articles of the Company / Valid Registered Partnership Deed and Power Of Attorney** where ever applicable duly attested by Notary.
10. **Annual reports / Accounts for financial years 2007-‘08, 2008-‘09 and 2009-‘10** (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.
11. Documentary proof of **experience** and providing service for BHEL Sister units/PSU's if any:
12. Documentary evidence of towing at least one Flat Top Barge.
13. **BANKER'S CERTIFICATE** :: As per **Annexure-F**
14. **Proof of transporting at least 5 ODC consignments of 200 MT & above** by Hydraulic Trailers from **January 2008 to March 2010**: Certificate as per **ANNEXURE-G**
15. Documentary proof of handling at least four multi modal transport contracts weighing minimum of 250 MT as per **ANNEXURE-H**

OWNER SHIP OF HYDRAULIC AXLES/PULLERS/BARGES/TUGS :

16. **List of Hydraulic Axles and Prime Movers** with Registration Nos. and type of Axles is to be furnished along with Photostat copies of R.C Books duly attested by Notary. The bidder shall endorse on each R.C. Book, the postal address of the RTA where the Axles and Prime Movers are registered.
17. Details of ownership of at least one Flat Top IRS approved registered Barge of minimum 2000 GRT & MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 10 MT.
18. **Copy of Income Tax Clearance Certificate/SARAL** or proof having submitted the returns for **assessment years 2007-‘08, 2008-‘09 and 2009-‘10** duly attested by Notary.
19. The bidder should submit **IBA recommendation** valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the contract.
20. Copy of “**PAN allotment letter** issued by Income Tax Authorities” duly attested by Notary.

NOTE :

The originals in respect of following documents shall be submitted within a **fortnight (15 days)** from the date of opening the Techno-Commercial bid for verification and return. Non submission within stipulated period **i.e within 15 days is liable for rejection of the offer.**

- a) IBA Registration
- b) ITC or proof having submitted the returns.
- c) PAN allotment letter

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SECTION-II

- 01) The bids shall be submitted in two parts. **(a) Techno-Commercial bid and (b) Price bid.**
- 02) The first envelope shall contain the Techno-Commercial bid with all the supporting documents for qualification requirements mentioned in Section-I as above. (No originals to be enclosed) . DD / PAY ORDER towards cost of tender documents, EMD and any other information / conditions the bidder would like to submit shall be kept in the same cover. The filled in information in the enclosed Proformas (i.e. Annexures B , D , F, G , H & I) along with the terms and conditions (Annexure-A) and Annexure-C duly signed on all pages shall be submitted in the same cover. The Techno-Commercial bid envelope shall be sealed and super scribed with "**TECHNO COMMERCIAL BID FOR MULTI-MODAL TRANSPORTATION OF ODC CONSIGNMENTS : Tender Ref. CDC/Shipping/MM/2010-'11 Dated 15-09-2010. Transportation charges shall not be mentioned any where in the Techno-Commercial Bid.**
- 03) (a) The second envelope shall contain only the price bids towards transportation of **LISTED** consignments as per proforma **Annexure-E. The rate quoted shall be firm during contract period.** Any mention 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 superscribed with "**PRICE BID FOR MULTI-MODAL TRANSPORTATION OF ODC CONSIGNMENTS : Tender Ref. CDC/Shipping /MM/2010-'11 Dated 15-09-2010.** The rates quoted shall be inclusive of all Taxes and Duties, etc. as detailed at clause No.55 below. **Price bids shall be submitted with an assumption that port of origin for all the eight ODC consignments listed in Annexure-C is Machalipatnam. In case of any change in the port of origin in the pre-bid meeting on 27-09-2010 , revised price-bids shall be sought from all the qualified bidders.**
- (b) If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.
- 04) Both the above two sealed envelopes shall be kept into another sealed cover. The cover shall be superscribed with "**QUOTATION FOR MULTI-MODAL TRANSPORTATION OF ODC CONSIGNMENTS: Tender Ref.CDC/Shipping/MM/2010-'11 Dated 15-09-2010** This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and 2) Price Bid shall be addressed and sent to "**Dy.Manager / CDC (Shipping), 36/11 Building, Bharat Heavy Electricals Limited, Ramachandrapuram Hyderabad-502 032** " to reach on or before **06.10.2010 by 14.00 Hrs.** BHEL is not responsible for any postal delay.
- 05) **The Techno-Commercial bids shall be opened at 14.30 Hrs.** on the same day 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 in the Pre-bid meeting on 27-09-2010 or communicated seperately.
- 06) An amount of **Rs. 2,00,000.00 (Rupees Two lakhs only)** shall be paid towards **EMD** by DD / PAY ORDER from any Scheduled Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'HYDERABAD' and the same shall be enclosed to the "Techno-Commercial bid" , along with enclosed EFT mandate duely filled, The quotations received without 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.

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- 07)** EMD / SD by the bidder will be forfeited if
- (i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - (ii) The bidder does not commence the work within the period as per LOI / Contract and in case of non performance of the contract.
 - (iii) Failure to enter into agreement within a week of awardal of contract.

- 08)** The successful bidder shall pay Security Deposit(SD). The rate of Security Deposit shall be as follows:

Up to Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	:	1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	:	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

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

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras 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).
- v) 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.
- vi) 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.
- vii) 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.
- viii) EMD of the successful bidder shall be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
- x) 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

NOTE: Acceptance of Security Deposit against SI.No. (iv) and (vi) 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.

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

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- 09) 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 transporter on lowest rate basis. **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.
- 10) 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 awardal of contract.
- 11) **Failure to enter into agreement within a week or failure to supply the trailer within 7 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 to L5 in this tender), at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the L1 bidder.**
- 12) **ROUTE SURVEY** : The transporter shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening , modification, and construction of bypasses/approach roads etc.for safe transportation on the ODC 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 proposed route for road transport of all the eight ODC consignments is Hyderabad to Machalipatnam port. However bidders may make their own assesment based on their route survey, and **specify the route proposed for road transport and the sea ports selected as port of origin (Machalipatnam) and port of discharge.**
- 13) **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 to the account of the bidder.
- 14) **LOADING & UNLOADING** shall be done by BHEL/Customer . The length of the consignment shall not exceed the platform length of the axle combination deployed to suit weight considerations.
- 15) **DETENTION CHARGES** : Free time of 7 days shall be allowed for loading and unloading on placement of the trailer at BHEL-Hyderabad and respective sites. Trailer should be made available and be ready to pick up the consignment within 7 days from the time of intimation. **The detention charges of Rs. 1500.00 per day** per Axle shall be paid to the contractor beyond the free period mentioned above. Detention charges as above are inclusive of Prime Mover also.
- 16) **VALIDITY OF PRICE BIDS** : The consignments are likely to be despatched during this financial year. However, the rates quoted shall be valid for a period of six months from the date of opening the Price Bid for placement of the order and twelve months for execution of the contract there after. Bharat Heavy Electricals Limited reserves the right to extend the period of the contract for further period of 3 months on the same rates, terms and conditions by giving notice of one month before expiry of this contract.
- 17) The bidder should also posses experience in construction of by-passes and experience in construction of RO-RO jetty

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- 18) The bidder should identify suitable land for creating suitable covered warehouses and storage facility at Port of Origin and Port of Discharge). Obtain clean lease of land for duration of Contract for creation of Jetty.
- 19) The bidder should arrange suitable watch and ward at the warehouses, port and enroute in adequate numbers.
- 20) 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.
- 21) The bidder should arrange suitable Barges/Ships in requisite number as per required schedule for safe and timely transportation of ODC through waterways.
- 22) 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 ODC's through sea route.
- 23) Bidder is responsible for Shipping / transportation of the ODC's from Storage facility to port of origin un-loading on the barge/Ship , property placing holding / tying / fastening /lashing / securing the cargo on Barge/Ship
- 24) Bidder should identify suitable location / land for construction of Jetty at Port of Discharge.
- 25) Bidder should construct suitable RO-RO Jetty at the identified location at Port of Discharge in a timely manner for safe and timely transportation of ODC.
- 26) Bidder should firm-up inland road transport route from Port of Discharge to Project Sites after carrying out route survey. 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.
- 27) Bidder is also responsible to Strengthen and modify road, bridges etc and contract bypasses wherever required after obtaining necessary permissions from all concerned authorities. All traffic diversion measures to be taken as required to ensure the safe and timely delivery of all consignment, to site.
- 28) Bidder should obtain all required clearances / permit from all Governmental / non – Governmental authorities Eg: NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / Persons for transportation of ODC through inland road transport route identified by the bidder.
- 29) Unloading the ODC from barge/ship , loading on to the Trailer / Axle, properly placing / tying / fastening / lashing / securing shall be in bidder's scope.
- 30) Bidder shall provide escort during entire transportation from BHEL-Hyderabad till Project site with every ODC consignment who shall apart from his other responsibilities be also responsible to take care of side and overhead clearance while travelling through densely populated towns and cities on the route. Bidder to avoid passing through such places as far as possible while selecting the route and if necessary to be done during night in order to minimize inconvenience to the public.

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- 31) 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.
- 32) Finalise entire transportation schedule so as to meet the project schedule requirement.
- 33) 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.
- 34) Total transit permitted is worked out as under:

I. PIPAVAV & GUJARAT-OPG (TOTAL TRANSIT TIME = 65 DAYS)

- a) Inland movement of ODC Consignment by Hydraulic Trailer from R.C.Puram, Hyderabad to Load Port from the date of loading in BHEL-Hyderabad. **20 days**
- b) Ocean/Sea Carriage from Load Port to Discharge Port: **35 days**
- c) Inland movement of the ODC Consignment from Discharge port to site **10 days**

II. BAWANA (TOTAL TRANSIT TIME = 75 DAYS)

- a) Inland movement of ODC Consignment by Hydraulic Trailer from R.C.Puram, Hyderabad to Load Port from the date of loading in BHEL-Hyderabad. **20 days**
- b) Ocean/Sea Carriage from Load Port to Discharge Port: **30 days**
- c) Inland movement of the ODC Consignment from port of discharge to site **25 days**

III. PARADEEP (TOTAL TRANSIT TIEM = 40 DAYS)

- a) Inland movement of ODC Consignment by Hydraulic Trailer from R.C.Puram, Hyderabad to Load Port from the date of loading in BHEL-Hyderabad. **25 days**
- b) Ocean/Sea Carriage from Load Port to Discharge Port: **10 days**
- c) Inland movement of the ODC Consignment from port of discharge to site **5 days**

35) 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.

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

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37) For Heavy Haulage (Road Transport), successful bidder will be required to conduct a Route Survey as per the existing rules/laws/statutory provisions of local governments/central government and submit a copy of the survey 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.

38) OBSERVANCE OF LOCAL LAWS:

38.1)The bidder shall comply with all Laws, Statutory Rules. 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.

38.2)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.

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

39) All port charges like wharfage, storage, demurrage, detention charges, Stamp Duty Charges etc., shall be to the bidder's Account. (Approximate Invoice values shall be communicated in the pre-bid meeting proposed to be held in BHEL Hyderabad on 27-09-2010.)

40) 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.

41) The approximate weight and dimension schedule of material which is to be received at Port of Origin is enclosed in Annexure – C. Please note that the weights and 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.

42) 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.

43) 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 delay in unloading Trailer / Barge/Ship etc shall be to the Bidder's account.

44) 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.

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

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- 46) 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.
- 47) The cost of liaison and co-ordination with all concerned authorities will be to bidder's account.
- 48) 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.
- 49) 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.
- 50) 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.
- 51) 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.
- 52) 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 ODC 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.
- 53) Bidder shall depute at least one competent person with all communication aids (Eg mobile, fax etc) at each of the following places: Port of Origin / 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.
- 54) 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.
- 55) 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, R.C.Puram works , 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.

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- 56) **All the consignments shall use Volvo 520 prime movers.**
For hydraulic trailer consignments load per axle shall not exceed 16 MT. To ensure safe transit , Spreader beams shall be deployed , if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from CDC.
- 57) **GPS BASED VEHICLE TRACKING SYSTEM** :The bidder shall provide an experienced supervisor among his staff as an escort with a mobile phone, who shall inform the day to day progress of movement of vehicle, to BHEL. The Prime Mover shall be equipped by a GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required. Alternately , BHEL also reserves the right to install an in-house web-based Vehicle Tracking Unit based on GPS for real-time tracking of consignment. The transporter shall be held responsible to return such VTS unit to BHEL-R.C.Puram, failing which the freight bill shall not be processed.
- 58) **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
- 59) **Beyond 10% increase in weight/dimensions, as mentioned in Annexure-C,payment shall be made as follows:**

WEIGHT

- i) UPTO 1000 Kms.:FOR EVERY 5.0 MT OR PART THEREOFF 1.0% OF CONTRACT VALUE
ii) BEYOND 1000 Kms.: FOR EVERY 5.0 MT OR PART THEREOFF 1.25% OF CONTRACT VALUE

LENGTH

- i) UPTO 1000 Kms.:FOR EVERY 0.5 Mts.OR PART THEREOFF 1.0% OF CONTRACT VALUE
ii) BEYOND 1000 Kms.: FOR EVERY 0.5 Mts. OR PART THEREOFF 1.25% OF CONTRACT VALUE

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WIDTH

- i) UPTO 1000 Kms.: FOR EVERY 0.25 Mts. OR PART THEREOFF 1.0% OF CONTRACT VALUE
- ii) BEYOND 1000 Kms.: FOR EVERY 0.25 Mts. OR PART THEREOFF 1.5% OF CONTRACT VALUE

HEIGHT

- i) UPTO 1000 Kms. : FOR EVERY 0.25 Mts. OR PART THEREOFF 1.0% OF CONTRACT VALUE
- ii) BEYOND 1000 Kms.: FOR EVERY 0.25 Mts. OR PART THEREOFF 1.75% OF CONTRACT VALUE

IN ANY CASE PROPORTIONATE CHARGES SHALL NOT EXCEED 15% OF CONTRACT VALUE.

60) PENALTY : If the equipment is not delivered within the stipulated transit time as mentioned in clause 34.0 as above , the late delivery penalty shall be levied at the rate of **0.25% from day 1 to day 10 , 0.5 % from day 11 to day 20 and 0.75% from day 21 to day 30. However late delivery penalty will, be limited to 12% of the contract value.**

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

61.1) Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, Washouts, Fire, Explosions, land slides, 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.

61.2) 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 if 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.

61.3) 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.

61.4) Force Majeure conditions will apply on both sides.

62) PREVENTION OF CORRUPTION:

62.1) 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.

62.2) 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.

SIGNATURE & SEAL OF THE TENDERER
Contd...13...

63) PREBID MEETING : A pre-bid meeting for providing clarifications to bidders will be held on **27-09-2010 at 10.00 AM in BHEL-Ramachandrapuram, Hyderabad-32**. The bidders are requested to furnish in writing their queries **on or before 27-09-2010** . A soft copy should be sent along with a hard copy in a suitable media or by e-mail. The replies shall be sent for the clarifications/ queries raised. Any modification of the bid document , which may become necessary as a result of the pre-bid meeting , shall be communicated to all bidders in the pre-bid meeting . The purpose of the pre-bid meeting is to ensure that all the tender requirements are clearly understood by the bidders. Bidders will be required to submit the revised price bids, if any, within 10 days. **The offers of only those bidders/representatives who attend the pre-bid meeting will be considered for evaluation.**

64) 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.

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

66) 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 bidders carelessness, negligence, non-observance of safety precautions , improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the 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, Hyderabad also.

67) 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”

68) EVALUATION : Offers are evaluated on lowest cost to BHEL basis.

69) No request for extension of the time from the transporter will be entertained.

70) 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 under performed in the earlier tenders are also liable to be rejected.

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

72) 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.

**SIGNATURE & SEAL OF THE TENDERER
Contd...14...**

73) 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.

74) RISK PURCHASE:

BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

74.1) 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 of 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.

74.2) 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.

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

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

76) ARBITRATION:

76.1) 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, Ramchandrapuram, Hyderabad 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.

76.2) 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 til the decision of the arbitrator is received.

76.3) The place of Arbitration will be BHEL, Ramachandrapuram, Hyderabad-32..

SIGNATURE & SEAL OF THE TENDERER
Contd...15...

ANNEXURE -B

CHECKLIST FOR SCRUTINY ON BID OPENING

(TO BE ENCLOSED TO TECHNO COMMERCIAL BID)

ENQUIRY REF: CDC / Shipping /MM /2010-11 DATE: 15-09-2010
TRANSPORTATION OF ODC's BY MULTI-MODAL CONTRACTS

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE : _____

NAME OF PERSON TO BE CONTACTED : _____

TELEPHONE NOS. _____ : (Office) _____ **Resi.** _____ **Mobile** :

Fax : _____ **E-Mail** : _____

SIGNATURE & SEAL OF THE TENDERER

Contd...16...

ANNEXURE-B

SI.No	PARTICULARS FOR EVALUATION OF TECO-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.2000/- TOWARDS COST OF TENDER DOCUMENT		
3.	DD/PAY ORDER NO.& DATE FOR Rs.2,00,000/- TOWARDS EMD		
4.	PRICE BID AS PER ANNEXURE-E		
5.	DOCUMENTS SUPPLEMENTING ELIGIBILITY IN T&C RELATING TO MOU/POWER OF ATTORNEY/FIRM REGISTRATION DETAILS		
6.	IBA RECOMMENDATION AND VALIDITY.		
7.	IT RETURNS FOR THE ASSESMENT YEARS 2007-'08 , 2008-'09 AND 2009-'10		
8.	AUDITED ANNUAL REPORT OR BALANCE SHEETS FOR THE FINANCIAL YEARS 2007-'08, 2008-'09 AND 2009-'10		
9.	BANKERS CERTIFICATE AS PER ANNEXURE-F		
10.	GPS BASED VMU DETAILS		
11.	DETAILS OF HYDRAULIC TRAILERS/MULTIMODM CONTRACTS AWARDED BY OTHER BHEL UNITS/PSU's		
12.	FLEET OWNERSHIP DETAILS OF 35 AXLES AND 6 PRIME MOVERS (PULLERS) WITH ATLEAST TWO PULLERS OF 520 HP		
13.	PROOF OF TRANSPORTING ATLEAST 5 CONSIGNMENTS,BY HYDRAULIC TRAILERS, WEIGHING ABOVE 200 MT FROM 01/'08 TO 03/'10 AS PER ANNEXURE-G		
14.	OWNERSHIP OF AT LEAST ONE FLAT TOP IRS APPROVED REGISTERED BARGE OF MINIMUM 2000 GRT		
15.	DOCUMENTARY PROOF OF HANDLING AT LEAST FOUR MULTI MODAL TRANSPORT CONTRACTS WEIGHING MINIMUM OF 250 MT AS PER ANNEXURE-H		
16.	DOCUMENTARY EVIDENCE OF TOWING AT LEAST ONE FLAT TOP BARGE .		
17.	OWNERSHIP OF A MS ACT REGISTERED IRS APPROVED TOWING TUG WITH BOLLARD POWER OF MINIMUM 10 MT.		
18.	GAZETTE NOTIFICATION DETAILS OF HYDRAULIC AXLES		
19.	PRICE QUOTED IN THE PRICE BID IS INCLUSIVE OF ALL TAXES AND DUTIES ETC. AS PER CLAUSE 52 OF TERMS & CONDITIONS		
20.	DULY SIGNED AND STAMPED COPY OF FULL TENDER DOCUMENT INCLUDING ALL ANNEXURES		
21.	ANY OTHER DETAIL THE TENDERER DESIRES TO FURNISH		

SIGNATURE & SEAL OF THE TENDERER
Contd...17...

ANNEXURE – C

ENQUIRY REF: CDC / Shipping /MM /2010-11 DATE: 15-09-2010

LIST OF ODC CONSIGNMENTS TO BE DESPATCHED IN 2010-'11 & BEYOND

SL. NO.	PROJECT	DESCRIPTION	H/O MONTH	WEIGHT IN MT	DIMENSIONS (LBH IN MTRS.)	
1	PRAGATHI BAWANA-IV	GAS TURBINE- Fr.9FA	10/'10	290	11.0 x5.5x5.0	
2	GUJARAT OPG - I	GENERATOR PACKAGE- 150 MW	3/'11	239	10.4 x4.6x4.1	
3	PIPAV -II	GAS TURBINE - Fr.9FA	9/'10	290	11.0x5.5x 5.0	
4	PIPAV -II	GENERATOR PACKAGE Fr.9FA	10/'10	239	10.4x4.6 x4.1	
5	PARADEEP - I	GAS TURBINE-Fr.9E	2/'11	217	12.1x5.5x5.4	
6	PARADEEP - I	GENERATOR PACKAGE - Fr. 9E	2/'11	212	9.2x4.3x 4.9	
7	PARADEEP - II	GAS TURBINE-Fr.9E	3/'11	217	12.1 x5.5x5.4	
8	PARADEEP - II	GENERATOR PACKAGE - Fr. 9E	3/'11	212	9.2 x 4.3x4.9	

Lifting Time mentioned above is tentative which is subject to variation of 180 days and actual date of requirement of Trailer will be further reconfirmed two weeks ahead. However the above table is informative for tender purpose.

The sizes and weights mentioned above are tentative and the actuals may vary by 10%. In case increase is beyond the above said limit, proportionate charges will be paid in line with Clause 56 as above.

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

SIGNATURE & SEAL OF THE TENDERER

Contd...18...

ANNEXURE – D

(Vendors to furnish this mandate on their Letter Head.)

Ref No:

To

Date:

Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad –A.P
PIN: 502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) /Staffno :
B. Beneficiary (Name as per PO/SCO) :
(Retd Employee to indicate address here)
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. e-mail address of Beneficiary :
F. City (of Beneficiary) : :
G. Bank Name :
H. Branch (of Bank) : :
I. A/c Number :
J. A/c type (Savings or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :

(Signature with
Seal)
Authorised Signatory
Name
Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized
official of bank)
Bank Stamp

SIGNATURE & SEAL OF THE TENDERER

Contd...19...

ANNEXURE-E (PRICE BID FORMAT)

ENQUIRY REF: CDC / Shipping /MM /2010-11 DATE: 15-09-2010

PROJECT	PACKAGE	WEIGHT (MT)	Road Transportation up to loading Port (in Lakhs)	Civil Works (In Lakhs)	SHIP/BARGE Charge s from Loading Port to Unloading Port/ Jetty (in Lakhs)	Ro-Ro and Road transport ation to Site (In lakhs)	TOTAL (A+B+C+D)	If Transporting Two packages in a single barge/Ship (in Lakhs) (80% OF E)	If Transporting all (3) packages in one barge/Ship (in Lakhs) (70 % OF E)	Transit time From BHEL Hyderabad to Consignee-Road+Sea Journey (In days)
			A	B	C	D	E			
PRAGATHI BAWANA-IV	GAS TURBINE-Fr.9FA	290								
GUJARAT OPG - I	GENERATOR PACKAGE-150 MW	239								
PIPAV -II	GAS TURBINE - Fr.9FA	290								
PIPAV -II	GENERATOR PACKAGE Fr.9FA	239								
PARADEEP - I	GAS TURBINE-Fr.9E	217								
PARADEEP - I	GENERATOR PACKAGE - Fr. 9E	212								
PARADEEP - II	GAS TURBINE-Fr.9E	217								
PARADEEP - II	GENERATOR PACKAGE - Fr. 9E	212								

SIGNATURE & SEAL OF THE TENDERER

Contd...20...

ANNEXURE –F

ENQUIRY REF: CDC / Shipping /MM /2010-11 DATE: 15-09-2010

(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 **2007** till date. The Transactions of the firm has been found satisfactory and their financial position is sound.

Date:

SIGNATURE WITH SEAL OF THE BANK

SIGNATURE & SEAL OF THE TENDERER

Contd...21...

ANNEXURE-G

ENQUIRY REF: CDC / Shipping /MM/2010-11 DATE: 15-09-2010

Proof of transporting at least 5 ODC consignments of 200 MT & above by Hydraulic Trailers from January 2008 to March 2010

REF:.....

DT:.....

CERTIFICATE

THIS IS TO CERTIFY THAT M/S.....
(NAME OF THE CARRIER)

HAVE TRANSPORTED THE FOLLOWING CONSIGNMENTS FROM JANUARY **2008** TO MARCH **2010**.

SL. NO	LR NO. & DATE	FROM	TO	DESCRIPTION OF THE CONSIGNMENT	WEIGHT (M.T)
1.					
2.					
3.					
4.					
5.					

SIGNATURE & SEAL OF THE TENDERER

Contd...22...

ANNEXURE-H

ENQUIRY REF: CDC / Shipping /MM/2010-11 DATE: 15-09-2010

REF:.....

DT:.....

CERTIFICATE

THIS IS TO CERTIFY THAT M/S.....
(NAME OF THE CARRIER)

HAVE SUCCESSFULLY EXECUTED THE FOLLOWING FOUR MULTI-MODAL TRANSPORT CONTRACTS WEIGHING MINIMUM 250 TONS .

S L. N O	FROM	TO	PORT OF LOADING/DIS CHARGE	DESCRIPTION OF THE CONSIGNMENT	MONTH/ YEAR OF EXECUTI ON	WEIGHT
1						
2						
3						
4						

SIGNATURE & SEAL OF THE TENDERER

Contd...23...

:: 23 ::

ANNEXURE-I

(Letter of compliance in company's Letter Head)

Ref No:

Date:

Sub: Your Tender No. **CDC / Shipping /MM/2010-11 DATE: 15-09-2010**

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