

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032
Ph No.04023182185, e-mail: rishidubey@bhelhyd.co.in
TENDER NOTICE

Name of the department: LOGISTICS

Tender Notice No : HYLOG1617HT08

Date: 07.12.2016

Sub: Transportation of Yelahanka Gas Turbine by Hydraulic Trailer - Reg.

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfil qualification criteria as stipulated in NIT, for the work, for providing the total logistics solutions i.e. safe and secure Transportation of Yelahanka Gas Turbine by Hydraulic Trailer.
2. The tender documents are to be downloaded in the Web Site of BHEL www.bhel.com only. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only.
3. A set of tender documents may be collected on any working day (Monday to Saturday) between 09:00 hrs. and 12:00 hrs. from Logistics Contracts Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32.

(sd)

Sr. Engineer/Logistics-Contracts

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Notice Inviting Tender-Summary

- i. Tender Number: HYLOG1617HT08
- ii. Name & scope of the Work: Safe & secure transportation of Gas Turbine from BHEL Hyderabad to KPCL, Yelahanka by Hydraulic Trailer including MORTH permission, civil works, route survey, feasibility survey, journey management & IRDA certified route survey report
- iii. Estimated Cost of work: 24 Lakhs
- iv. Last date for sale of tender documents: To be downloaded from website only
- v. Due Date of tender: 11.00 Hrs date 22.12.2016
- vi. Date, time and place of tender opening: 13.30 Hrs. at Vendor Complex, BHEL RC Puram, Hyd. on due date
- vii. Contract Period: 12 months
- viii. Pre-Qualifying Requirements: Annexure-A Section I
- ix. Terms & Conditions of Contract: Annexure-A Section II
- x. Annexure-B – Details for transportation
- xi. Annexure-C – Price Bid Format
- xii. Annexure-D – Letter of Compliance
- xiii. Annexure-E – Axle Ownership
- xiv. Annexure-F – Puller Ownership
- xv. Annexure-G – Experience for Road Transportation
- xvi. Annexure-H – Experience for Multimodal Transportation
- xvii. Annexure-I – Pre-bid Tie up

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ANNEXURE-A

TERMS & CONDITIONS

Quotations are invited **for Transportation of Yelahanka Gas Turbine by Hydraulic Trailer** from BHEL, Hyderabad to KPCL, Yelahanka. A Bidder can only quote either for road or multimodal transportation based on his assessment and route survey for safe transportation of the consignments using configuration and combination of axle/equipment of their preference. Bidders submitting offer for both the options (Road as well as Multi Modal) will be disqualified. The option i.e. road or multimodal once selected during bidding cannot be altered during the execution of contract.

The term 'Bidder' will include a standalone bidder or lead bidder with a pre-bid tie up with other agencies, herein after referred to as 'Associates', for the purpose of pooling of resources and/or pooling of prior experience of similar work. In the event of pre -bid tie up, the bidder shall furnish the pre-bid tie up agreement as per the given format. However in case of any pre-bid tie up, as far as BHEL is concerned, the lead bidder will be responsible and accountable to fulfil all contractual obligations required under this tender irrespective of the fact whether the particular activity on which such responsibility is to be fixed is executed by the lead bidder or by his associate.

SECTION-I

PRE-QUALIFYING REQUIREMENTS

1. FLEET OWNERSHIP:

1.1 The Bidder/Associate should jointly own minimum of 54 No's of Hydraulic axles registered with capacity of minimum 18 MT per axle. (Out of 54 axles minimum 36 axles should be owned by Bidder). Axles should be not more than 10 years old and prime movers should not be more than 7 years old as on date of opening of tender (ownership either in the name of the company or in the name of Directors/partner) and Two (2) prime movers of 350 HP & above and One (1) prime mover of 520 HP & above capacity (Ownership either in the name of the company or in the name of Directors/ partners).

Note: The bidder has to give an undertaking as per Annexure-D that they will be able to place suitable numbers of axles and pullers of required capacity to lift the consignments within notice period.

The fitness certificates of axles, prime movers, barges etc. deployed by successful bidder should be valid / kept validated during the entire execution period.

Documents to be submitted:

- i. List of Prime Movers (As per Annexure-F) and Hydraulic Axles (As per Annexure-E) with make and year of manufacturing along with Registration Nos. to be furnished.
- ii. Duly Notarized Copies of Registration Certificate (RC) of Prime Movers & Axles.
- iii. Copies of valid Fitness Certificate (as on date of tender opening) of Prime Movers & Axles.
- iv. Copies of Gazette Notification evidencing fleet ownership (for axles only).
- v. Notarized pre-bid tie up Agreement as per Annexure-I (if applicable).

1.2 If opting for Multimodal Mode of Transportation:

In addition to fulfilling the eligibility criteria mentioned under 1.1 above,

- a) The bidder/consortium partner should own/lease/hire (and produce documentary evidence for the same) at least one Flat Top IRS approved registered Barge of minimum 2000 DWT and own experience in RO-RO operation.
- b) The bidder/consortium partner should also own/lease/hire (and produce documentary evidence for the same) an MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 10 MT.

Documents to be submitted:

- i. Documents for at least one Flat Top IRS approved registered Barge of minimum 2000 DWT with its registration certificate.

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- ii. One MS Act registered IRS approved Towing Tug with BOLLARD power of minimum 10 MT with its registration certificate.
- iii. Notarized pre-bid tie up Agreement as per Annexure-I (if applicable).

2. **IBA RECOMMENDATION**: Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted: Notarized copy of IBA recommendation.

3. **PERMANENT ACCOUNT NUMBER**: Bidder should have valid Permanent Account Number (PAN).
Documents to be submitted: Copy of **PAN Card duly notarized** OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.

4. **GROUP CONCERNS/AFFILIATES**: The bidder shall disclose/confirm the following:
- i. Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
 - ii. Details/particulars of Partners/Proprietors/Directors of bidder/such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.

Documents to be submitted:

Bidder shall **submit an affidavit** on non-judicial stamp paper valued Rs. 200/- (duly notarized) and certify that:

We (*Name & Address of bidder*) certify that:-

- We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hyderabad.
- We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
- We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- We confirm that other than us (*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

5. **FINANCIAL REQUIREMENTS**:

Annual Turnover: The annual turnover of the bidder should be Rs 1 (One) Crore (with respect to freight revenue only) in each of the last *three financial years i.e. 2013-14, 2014-15 and 2015-16*

Documents to be submitted:

- i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant.
- ii. ITR (Income Tax Returns) for the three financial years

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iii. Separate sheet to be enclosed as per the appended table duly certified by chartered accountant.

Years	Annual Turnover (with respect to freight revenue only)
2013-14	
2014-15	
2015-16	

6. **EXPERIENCE:**

6.1)

Weight Range	Experience required
Above 250 MT	Bidder / Associates should have transported minimum 1 (one) heavy lift single piece consignments not less than 250 MT in INDIA by road of min. road distance of 500 km for each consignment within five years from date of floating of tender.

Documents to be submitted:

- i. Copies of Work Order OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment.
- ii. Work Completion Certificate issued by Customer (Consignee/Consignor) in the name of bidder/associates OR GR-LR copies (duly acknowledged) indicating consignment weight, origin and destination of the consignment.
- iii. Customer name with address, e-mail and phone number of the concerned official for our reference.

Note: Above documents should clearly prove the experience of bidder/associate and any document reflecting the similar experience of person from whom the resources are hired out/engaged by the transporter who have been awarded the work or person leasing out their equipment for such work shall not be considered.

6.2) If opting for Multimodal Mode of Transportation

In addition to fulfilling the eligibility criteria mentioned under 6.1 above,

The Bidder/Associate should have successfully transported 1 (one) heavy lift single piece consignment not less than 150 MT by multimodal transportation in India (road cum sea/river) within five years from the date of floating of tender.

Documents to be submitted:

- i. Copies of Work order OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment.
- ii. Work Completion Certificate/ cargo manifest/ blue boat note/ bill of coastal goods/ Port clearance indicating consignment weight, RO-RO operation, port of loading and port of discharge.
- iii. Approved Sea Towing plan.
- iv. Customer name with address, e-mail and telephone number of the concerned official for our reference.
- v. Notarized Pre-bid tie up Agreement as Per Annexure-I (if applicable).

7. **IN CASE OF CONSORTIUM BIDDING following points shall be complied:**

- a. Number of partners including prime bidder shall not be more than 3 (three). Bidder along with Associates shall enter into Pre-bid agreement before submission of bid. Such agreements to be valid till the completion of the contract. Format of Pre-bid tie up agreement as per Annexure-I.
- b. Bidder should necessarily comply with criteria listed under serial number 2, 3, 4, 5 and at least one criterion either (6.1) or (6.2).
- c. Associates chosen by Bidder should comply with criteria under serial number 3.

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- d. Bidder shall neither be an Associate to other Bidder nor submit another bid with other Associate partners.
- e. Standalone bidder can neither be a Bidder in a Pre-bid tie up nor be an Associate to any other bidder.
- f. Associate partner cannot enter into Pre-bid tie up agreement with more than one prime bidder. (In case any Associate partner is entering into agreement with more than one Bidder, pre-bid tie up of earlier date of agreement after issuing of NIT will only be considered).

Documents to be submitted: **Notarized Pre-bid tie up Agreement** as per **Annexure-I**.

- 8. BHEL Hyderabad reserves the right to verify any of the above documents in original.

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SECTION-II

9. The bids shall be submitted in two parts: (a) Techno-Commercial bid (part-I) and (b) Price bid (part-II).
10. The Techno-Commercial bid envelope shall be sealed and super scribed with "**TECHNO COMMERCIAL BID for Transportation of Yelahanka Gas Turbine by Hydraulic Trailer: Tender Ref. HYLOG1617HT08**" and shall contain following **mandatory requirements**:-
- a. All the supporting documents for qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
 - b. Duly signed & stamped copy of **tender document** and other enclosures i.e. all pages of their offer.
 - c. **EMD of Rs. 48,000/-**.
 - d. **Route** from BHEL Hyderabad to KPCL, Yelahanka.
 - e. **Road distance** proposed to be travelled in KM from origin to destination (for all movements). Bidders to ensure that actual distance is to be quoted and in any case should not be less than below mentioned, otherwise bids are liable to be rejected.
BHEL to KPCL Yelahanka – 611 kms – Transit time -25 days as per Clause 61
 - f. **Transit time** in days for Marine transportation **only** including civil works and RO-RO operation (in case of multimodal transportation). Time estimated for Civil work during road journey should not be included in this transit time and will be derived as per standard allowed for road journey as per clause 61 of this Tender.
 - g. **Unpriced** price bid (Annexure-C) of all consignments/movements separately.
 - h. Duly signed & stamped **Annexure-D on your letter head**.
 - i. Proof for evidencing the authority of person signing the quotation. (Relevant extracts of AOA and/or MOA and /or copies of Board Resolution, Notarized copy of Power of Attorney/Partnership Deed etc. as applicable).

Technical bid without any of the above documents is liable to be rejected. However bidders not submitting inputs against (c), (e) and (f) above along with Techno-commercial bids shall be disqualified. Transportation or any other charges shall NOT be mentioned anywhere in the Techno-Commercial Bid. Price bid copy submitted with the technical bid should be a CANCELLED copy of the BLANK price bid only to confirm that the quote submitted by the bidder is as per the format of this NIT without any deviation and/or qualification.

11. **The second envelope shall contain duly filled price bids as per Annexure-C.** The rate quoted shall be firm during contract period. **Rates are to be quoted either for road transportation or Multimodal transportation** in line with option exercised in the Technical bid.

Price bid shall contain transportation cost as per attached prescribed format only.

Price bid envelope shall super scribe with "**PRICE BID FOR Transportation of Yelahanka Gas Turbine by Hydraulic Trailer: Tender Ref. HYLOG1617HT08.**"

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. In case any other information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

- a. If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.

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- b. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- d. In case of discrepancy in quoted rates following will be applicable.
 - i. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly and,
 - ii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and above.

- 12. Both the above two sealed envelopes i.e. Part-1 technical bid and part-2 Price bids (individual projects) shall be kept into another sealed cover. The cover shall be super scribed with “QUOTATION FOR Transportation of Yelahanka Gas Turbine by Hydraulic Trailer: Tender Ref. HYLOG1617HT08.**

This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bids shall be addressed and sent to “

DGM/ Logistics-Contracts,

Vendor Complex,

Bharat Heavy Electricals Limited,

Ramachandrapuram, Hyderabad-502 032

Phone: 040 2318 5333

Mob: 9948418800”” to reach on or before due date. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay.

- 13. The Techno-Commercial bids shall be opened at 1400 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 to all qualified bidders.**

- 14. Earnest Money Deposit (EMD): EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. EMD will be Rs. 48,000/-.**

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening), (ii) Electronic Fund Transfer credited in BHEL account (before tender opening), (iii) Banker’s cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.

EMD shall not carry any interest.

- 15. SECURITY DEPOSIT (SD): Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.**

- a. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

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- b. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- c. Security deposit shall not carry any interest.
- d. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- e. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- f. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- g. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- h. If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
- i. Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
- j. BHEL HYDERABAD reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL HYDERABAD) or in the event of termination of contract as per terms and conditions of contract. BHEL HYDERABAD reserves the right to set off these security deposit, against any claims of any other contract with BHEL HYDERABAD.
- k. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

16. BHEL RESERVES THE RIGHT TO: -

- i. Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- ii. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- iii. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.

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- iv. BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- v. In case BHEL decides to send the consignment by Railways, then the road/multimodal contract shall be cancelled and in such a case BHEL will not be liable for any cost or commitment made by the bidder.

Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hyderabad, are also liable to be rejected.

- 17. REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.

18. VALIDITY:-

- i. **Validity of Bid:** 120 days from the date of opening of the Technical Bid. The price bids of all items/consignments may be opened simultaneously or separately in parts with prior intimation to bidders.
- ii. **Validity of Contract for execution:** Once contract is awarded it shall be valid for a period of TWELVE Months for execution of the contract thereafter. BHEL reserves the right to extend the period of the contract for further period of SIX months, on same rates, terms and conditions. The contract may further be extended beyond six months with mutual consent of BHEL and transporter.

- 19. CONDITION / 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 of the ODC consignments and submit a detailed route survey report. The route survey should, then be got certified by an IRDA approved surveyor / BHEL nominated Insurance agency by the transporter and to be submitted before loading of consignment. No separate charges shall be payable by BHEL for the same. Bidders may make their own assessment based on their route survey, and specify the route proposed for both i.e. road transportation and Multimodal transportation along with the ports selected for Origin/discharge. No additional cost will be paid by BHEL for the same.

- 20.** If, at later stage (during execution), any deviation from proposed route is proposed, prior approval is to be taken from underwriter and MORTH/Concerned authorities by the bidder along with information to BHEL. Also during execution if there is any requirement of stooling/detachment or attachment of axles/unloading or loading of consignment, prior approval from underwriter is to be taken by the bidder along with information to BHEL. The bidder has to comply with the applicable guidelines/instructions issued by MORTH/concerned Ministry from time to time during execution of the contract.

- 21. BID EVALUATION CRITERIA:** Offers are evaluated on lowest cost to BHEL basis, irrespective of the mode of transportation employed. Evaluation criteria of transportation under **Point to Point (PTP)** will be as below:-

L1 bidder (being lowest) will be decided on the basis of total rate for safe transportation.

Transit time will be calculated for the road distance (as per 10 (e)) and route quoted by each transporter on the basis of average run per day + **Transit time** in days for Marine transportation **only** including civil works, if any (as per 10(f)).

Bids without mention of 10(e) and 10(f) in the sealed technical bid will be disqualified.

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The bidders having transit time in excess of lowest transit time calculated will be loaded for evaluation only for excess delivery time @ 2/7 % (two by seven percent) per day applied on the price quoted by them.

Delivery time / No. of days for Road transportation shall NOT be quoted by bidder. However, if it is found in the offer then,

- If the quoted delivery time is more than the time calculated based on quoted distance and average run time, the same shall be taken for delivery loading.
- If the quoted delivery time is less than the time calculated based on quoted distance and average run time, the calculated run time shall be taken for working delivery loading.
- However, the offered delivery time shall form the basis of implementation of LD penalty, in case of award of work/execution.

Example of applying loading factor given below for clarification.

Transporter	Price Quoted (Rs.)	Transit Time (Days)	Loading (Rs)	Price for Comparison (Rs)	Status
A	1000	28	0	1000	L3
B	810	28	0	810	L1
C	800	42	32	832	L2

If quoted rates are high, negotiations may be conducted with L-1 bidder. The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.

22. The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth Rs.200/- at his cost. **The agreement shall be entered within a week of award of contract.**
23. Failure to enter into agreement within a week or failure to deploy the suitable vehicle within required time may lead to forfeiture of EMD / SD and termination of contract, subject to decision of competent authority at BHEL. In such an event BHEL reserves the right to engage trailers/Barges/Ships from alternate bidder, at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the defaulter bidder.
24. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities or any other agencies for movement of the vehicles en-route shall be obtained by the bidder at his cost. It shall be the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim shall be allowed on the accepted rate on any account. Any delay in delivery of the consignment due to non-availability of permission from above agencies shall be on the account of the bidder.
25. **LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:**
Vehicles (suitably fit for loading/transportation of consignment in all respects) as and when demanded will have to be placed by the transporter.

Loading Point – BHEL/Site: All vehicles are required to be placed within TEN days from the date on which vehicle are to be placed, except in exigencies where shorter duration could be inevitable.

All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 7.30 AM to 14.30 hrs on all working days.

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In case of late placement, late placement charges (Beyond free period of TEN days), @ Rs. 1,500/- (Rupees One Thousand Five Hundred only) per axle per day will be applicable subject to maximum 15% of the gross basic freight.

The exit timings shall be generally up to 5.00 PM on working days. Late placement charges shall be recovered from transporter's freight bills &/or EMD/SD submitted at any unit of BHEL.

Loading point will be BHEL Hyderabad.

26. In the event of refusal or failure of transporter to lift the consignments offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserves the right to use alternative source for lifting of consignments on risk cost and extra expenditure / losses / demurrages incurred if any will be recovered by defaulter transporter from SD or/ & pending bills from any unit of BHEL.

27. **LOADING & UNLOADING:** The transporters shall be allowed to lift the consignments only after submission of Route Survey Report and Security Deposit to BHEL. In such a case, if transporter has placed vehicle for loading of consignment. No detention charges shall be payable by BHEL for delay due to above. But, Late Placement charges shall be applicable as per terms. Loading and Unloading at BHEL/Site shall be arranged by BHEL/Customer. Unloading/Loading during the transportation / transshipment (in case of multimodal transportation) will be done by transporter on his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation/transshipment. The length of platform of the axle's combination deployed for the consignment shall not be less than the length of consignment. For loading of consignments, sufficient number of axles shall be deployed in accordance with load bearing capacity of axles as per MoRTH/Govt. guidelines issued from time to time.

28. **DETENTION CHARGES:**

i. **LOADING POINT:**

Detention charges at loading point shall be payable as under:

- a. For first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil.
- b. Beyond seven (7) days: Rs. 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day up to loading of consignment.

ii. **UNLOADING POINT**

Detention charges at unloading point shall be payable/ regulated as under-

- a. For first seven (7) days from the date of reporting/date of entry at site: NIL. Reporting should be certified by the BHEL executive/site personnel at the site or customer.
- b. Beyond seven (7) days: Rs. 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day.
- c. No detention charges, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.

- iii. The period of detention shall be certified by the consignor/Customer/Site-In-charge/Product Commercial/concerned RODs. Total detention Charges for both loading and unloading points taking together under clauses above **shall not exceed 15% of the gross basic freight.**

- iv. If any Hydraulic Trailer is placed at BHEL after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid @ Rs. 1500/- (Rupees Fifteen hundred only) per axle per day for each additional day after placement date subject to maximum of basic freight chargeable for distance of 200 KMs. Detention charges as above are inclusive of Prime Mover also.

Note: Point no. 29 to 47 will be applicable for bidders opting Multimodal Mode of Transportation.

29. Transporter should identify suitable location / land for construction of Jetty at Port of Origin/ Discharge.

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30. Transporter 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.
31. The transporter to obtain clean lease of land for duration of Contract for creation of Jetty. All legal and statutory permissions for construction / modification of Jetty in port of origin and port of discharge shall be obtained before commencing the works on Jetties.
32. The transporter should arrange suitable watch and ward at the warehouses, port and enroute in adequate numbers.
33. The transporter should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / enroute etc.
34. The transporter should arrange suitable Barges / Ships in requisite number as per required schedule for safe and timely transportation of ODC through waterways.
35. All barges and tugs to be put to use by the bidder, shall have all certificates i.e. IRS certificate for sea barge and tug/ certificate from concerned authority for river barge, registration certificates of barges and tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate, and should have requisite permission for berthing. These documents above are to be submitted by the bidder to concerned authority/BHEL before loading of the job. Any delay in delivery of the equipment due to non-availability of permission from above agencies shall be to the account of the bidder.
36. The transporter should firm-up Barge/Ship sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping/IWAI 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. Coastal, Customs clearance and coastal B/L, if any, is to bidder's account
37. Transporter is responsible for Shipping / transportation of the ODC's from origin to destination, also unloading on the barge/Ship, properly placing holding / tying / fastening /lashing /securing the cargo on Barge/Ship. Certificate from Marine insurance surveyor/ naval architect to be obtained and copy to be submitted to BHEL at no additional cost to BHEL.
38. Unloading the ODC from barge/ship, loading on to the Trailer / Axle, properly placing / tying / fastening / lashing / securing shall be in transporter's scope.
39. It is the responsibility of the transporter 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 underwriters thus exempted from payment of any overage extra insurance premiums are also acceptable.
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. Certificate from independent and reputed agency/ Naval Architecture towards proper lashing, stability etc. to be provided at no additional cost to BHEL.
41. Transporter 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 transporter's account.

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42. All taxes, charges and dues of vessel/Barge, if any, during execution of this contract shall be on transporter account both in loading port/Jetty and in the discharge port/Jetty.
43. Transporter 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.
44. Transporter shall arrange suitable wooden, steel and concrete sleepers, spreader beam, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.
45. Transporter 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.
46. Transporter will work round the clock at the port / storage facility / en-route. Transporter 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 liaising and co-ordination with all concerned authorities will be to transporter'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. Transporter should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the transporter. Transporter should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities. 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.
50. The transporter shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The transporter shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.
51. **OBSERVANCE OF LOCAL LAWS:**
 - a. The transporter shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (As applicable). The transporter shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - b. The transporter shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be levied on account of any of the operations connected with the execution of this contract.
 - c. The transporter shall be responsible for the proper behaviour and observance of all regulations by the staff employed.
52. The weight and dimension of consignment, which is to be loaded at Site/BHEL is enclosed at Annexure-B. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in BHEL Packing List shall be treated as final.

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53. Transporter shall own all risks and responsibility from the time of Dispatch of consignment from site/BHEL till safe delivery at site/BHEL.
54. Transporter shall submit the Daily Progress Report to BHEL Hyderabad on email rishidubey@bhelhyd.co.in and provide access to the GPS system deployed in the vehicle to BHEL Executive/Supervisor.
55. All necessary statutory, legal and safety requirements shall be complied by the transporter and the transporter 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.
56. Transporter 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 transporter shall be solely responsible.
57. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, transporter shall be responsible for all penalties levied and shall pay from their own account.
58. 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, works, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route 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** and **OCTROI CHARGES** 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 en-route and obtaining permissions for the same from the appropriate authorities. No extra claim whatsoever on any account over and above the accepted rates shall be entertained during the currency of the contract.
59. 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 BHEL unit.
60. Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.

61. TRANSIT TIME & PENALTY FOR LATE DELIVERY:

Timely delivery is the essence of the contract. The transit time shall be reckoned based upon average run/day as under, inclusive of time taken to clear obstructions and RTO formalities en-route.

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The average Run /day shall be 25 Km.

Delay in delivery will attract penalty @ 2/7% (two by seven percent) per day of delay subject to a maximum of 15% calculated on the gross basic freight.

For the purpose of computing the delivery time, the date of GR/LR (for road transport) / equivalent document for transport by waterway or actual date of exit from plant / port of origin / port of discharge (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/BHEL officers/Customer. In case where Octroi is paid by the carrier 3 days grace period will be given extra against documentary evidence & detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.

- 62. GPS BASED VEHICLE TRACKING SYSTEM:** The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required.
- 63. INDEMNITY:** The bidder/transporter 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 each contract.
- 64. Grace period of flat seven days will be allowed for the purpose of late delivery penalty.**
- 65.** All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.
- 66. FORCE MAJEURE:** The following shall amount to force majeure conditions:
- i. 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.
 - ii. 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 by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.
 - iii. 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.
 - iv. Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

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67. PREVENTION OF CORRUPTION:

- i. 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.
- ii. 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.

68. SUB-LETTING: Sub-letting of the work either in full or in part is strictly prohibited. However, hiring of vehicles is permitted. Whole responsibility of safe transportation will rest with the transporters to whom the contract will be awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

69. For consignments dispatched under this contract, change of pullers/prime movers underway shall not be allowed. But may however be permitted in exceptional cases like accident enroute or breakdown of puller, with prior intimation to BHEL. Change in Puller/Prime movers shall not be treated as transshipment.

70. SAFETY & INSURANCE: The successful bidder is solely responsible for safe transportation and 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, no 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. The recoveries are to be made from bidder's pending bills/EMD/SD etc. with any other unit of BHEL. 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.

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

72. RESCUE OPERATION: Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.

73. 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 GR/LR copy having delivered the consignment in good condition.

74. The **PAN Number & SERVICE TAX REGISTRATION Number** shall be pre-printed on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal: "**Certified that**

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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”.

75. No reimbursement will be allowed for any penalty/ challan/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.
76. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee’s representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. Transporters will be required to get the delivery acknowledgement information pre-printed behind their GR forms in following manner:-

<u>Acknowledgement / Receipt of Consignment</u> <u>(To be pre-printed on reverse side of GR/LR)</u>
Received case(s) crate(s) loose bundle(s) on (Date).....through [*] Trailer. Regn. No..... sent vide Consignment Note/LR NoDated in [*] Proper / Damaged condition.
Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)
Remarks, if any: Date Authorized Signatory of the Consignee with Name & Seal
[*] Strike out which is not applicable.

77. No request for extension of the time from the transporter will be entertained.
78. “If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the “Guidelines for Suspension of Business Dealings with the Suppliers
79. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- i. If at any time during the currency of the contract, the bidder fails to fulfill all or any of the services required under the scope of work, 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. Balance amount, if any, will be recovered from the transporters freight bills at any unit of BHEL
 - ii. To recover any money due from the bidder under this contract or any other contract will be recovered from the Security Deposit or/& pending bills from any unit of BHEL.
 - iii. To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.
80. **ARBITRATION:** All disputes between the Contractor and Company arising out of or relating to this contract shall, after written notice, by either party to the Contract to the other party, be referred to the sole

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arbitration of any Arbitrator to be appointed by the General Manager-Incharge/Executive Director, BHEL HYDERABAD, from among the executives of BHEL. The decision of the Arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be in accordance with the provisions of Arbitration & Conciliation Act 1996. The venue of arbitration in all cases shall be at BHEL Hyderabad.

81. The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.
82. Any changes in Motor Vehicle Act/MORTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & transporters.
83. **JURISDICTION**: It is only after exhausting the Arbitration clause 45.0 above further legal proceedings arising under or relating to this contract, the courts at Rangareddy Dist. and Sangareddy in Medak District in Telangana only shall have the jurisdiction.
84. **BANNED FIRMS**: The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

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ANNEXURE-B**TENDER NO. HYLOG1617HT08****DETAILS OF HEAVY ODCs TO BE TRANSPORTED ON POINT TO POINT BASIS**

SI	Consignment	From	Destination	Expected Handover month	Gross Weight (In MT)	Length (In mm)	Width (In mm)	Height (In mm)
1	Gas Turbine	BHEL Hyderabad	KPCL, Yelahanka, Bangalore, Karnataka	Dec'16/Jan'17	321	10507	4978	4960

Note:-

- EXPECTED HANDOVER MONTH MENTIONED ABOVE IS TENTATIVE WHICH IS SUBJECT TO VARIATION.
- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENTS
- UP TO A DIFFERENCE OF 5% BETWEEN THE INVOICED AND ACTUAL WEIGHT & DIMENSIONS, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

WE (TRANSPORTER) UNDERTAKE TO PROVIDESUITABLE AXLES, PRIME MOVERS/BARGES/SHIPS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS AS PER MORTH GUIDELINES IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

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ANNEXURE-C**(PRICE BID FORMAT – TRANSPORTATION COST INCLUDING COST OF CIVIL WORKS)**

Tender No.	HYLOG1617HT08		
Description		Total Rates for Safe Transportation (All inclusive)	
		In Figures	In Words
Transportation of Gas Turbine from BHEL Hyderabad to KPCL Yelahanka, Bangalore, Karnataka			

- i. Above rates are valid for period of 120 days from date of technical bid opening.
- ii. Rates should be quoted in figures as well as words and in Indian Rupees only.
- iii. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc., if required by transporter. No extra payment will be made in this regard.
- iv. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for Service tax and Octroi.
- v. In case, any deviation/condition etc. is observed in Price bid submitted by bidder; the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

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ANNEXURE-D

(Letter of compliance in company's Letter Head)

Ref No: _____

Date: _____

Subject: **Tender No. HYLOG1617HT08**

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 acceptable 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 finalizing the Tender.

Further, it is also confirmed that we have submitted the price bids in your price bid format as per Annexure-C only without any deviations / conditions. In case, any deviation/conditions etc. is observed in the Price bids, the same (deviation/conditions etc.) shall not be entertained/considered by BHEL.

It is being confirmed that we have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignments (As per Annexure-B). We also confirm fitness validity of axles and prime movers during currency of contract.

Thanking you,
Yours faithfully

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Annexure-F

Tender Ref.: HYLOG1516HT08

Prime Mover/Puller Ownership (To be printed on letterhead)

Name of the Bidder:

Sl	Registration No.	Owner name	Manufacturer		Chassis No.	Capacity (In HP)	Proof at Page No.	National Permit valid up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

Annexure-G

Tender Ref.: HYLOG1516HT08

Experience (To be printed on letterhead) for Road Transportation

S. No.	LR No.	LR Date	Description of the Consignment	Weight of the Consignment	Delivery Date	Customer Name	From	To	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)	E-mail & Mobile Number of Customer
1										
2										
3										

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Annexure-H**Tender Ref.: HYLOG1516HT08****Experience (To be printed on letterhead) for Multi-modal Transportation**

S. No.	Description of the consignment	Name of Barge owner	Weight (MT)	From (Port of loading)	To (Port of discharge)	Month /year of execution	Whether WO / Contract document attached (yes/no)	Whether completion certificate from the customer attached (yes/no)	Customer name, email and address with telephone Number	Whether approved towing plan for one consignment attached (yes/no)
1										

**ANNEXURE-I
PRE BID TIE UP**

(To be executed on Rs.200/- Non-Judicial Stamp Paper)

This Agreement is Made and executed in this day of _____ by and between

(1) M/s _____ (The first Part hereinafter referred to as BIDDER which expression shall include its successors, administrations, executors and permitted assigns) a company incorporated under the company's Act 1956 having its registered office at _____

and

(2) M/s _____ (The Second Part hereinafter referred to as ASSOCIATE or ASSOCIATES and shall include its successors, administrations, executors and permitted assigns), a company incorporated under the company's Act 1956 having its registered office at _____.

WHEREAS M/s Bharat Heavy Electrical Ltd., A Government of India Undertaking, has issued a Notice Inviting Tender no. _____ dated _____ inviting bids for undertaking the work of _____ at _____ (herein after referred to as the said work);

WHEREAS, the said NIT enables a BIDDER to pool his and his ASSOCIATES' resources & experience to match the requirements of the NIT and for execution of the contract;

AND WHEREAS, the BIDDER does not have the qualification in isolation to match the requirement of the tender but can meet the same by pooling in the resources and experience of his ASSOCIATE or ASSOCIATES;

AND WHEREAS, the BIDDER is willing to utilize the resources and experience of the ASSOCIATES for the purpose of bidding, and executing the contract if awarded;

AND WHEREAS, the ASSOCIATES are agreeable to offer their equipment, resources, experience and assistance to the BIDDER for the execution of the contract, if awarded;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

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1. The ASSOCIATE permits the BIDDER to show his finance, tools, plants, tractors, trailers, other transportation equipment, measuring & monitoring Equipment (MMES), men and machinery etc. and experience (barging only) as part of the resources available to the BIDDER.
2. The ASSOCIATE undertakes to offer full co-operation to the BIDDER in the execution of the contract, if awarded.
3. The BIDDER agrees to undertake full responsibility towards M/s Bharat Heavy Electricals Limited for the performance of the contract and shall individually remain answerable and liable to them without shifting any such liability upon the ASSOCIATE.
4. Nothing contained in this agreement shall constitute or be deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party. The relationship between the parties shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other ongoing or continuing relationship or commitment between the Parties.
5. The BIDDER shall not be liable to the ASSOCIATE for the failure to obtain the Contract or for loss of contract or business opportunity, or for any indirect or consequential loss or damage.
6. It is agreed between the parties here that all the consequences liabilities etc. arising out of any default in the due execution of the said works shall be borne by the BIDDER.

In WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____ (Place)

WITNESS FOR.	WITNESS FOR.
Name (First Party)	Name (First Party)
Official Address	Official Address

SIGNATURE & SEAL OF THE BIDDER