

Ref: BHEL/HWR/CDX/ENQ/2021-005

Date: 31/07/2020

Dear Sir,

Subject: **TENDER FOR AWARD OF CONTRACT FOR MULTI-MODAL TRANSPORTATION FROM FOB ROTTERDAM/ANTWERP SEAPORT TO PANKI & BHUSAWAL PROJECT SITES, INCLUDING CUSTOMS CLEARANCE & TERMINAL HANDLING ACTIVITIES AT DISCHARGE PORT IN INDIA.**

1. Sealed tenders under two part bid system are invited from reputed multimodal transporters/freight forwarders, registered with Director General of Shipping under Multi-modal Transportation Goods Act, 1993, for multimodal transportation of consignments from Rotterdam/Antwerp seaport to Panki & Bhusawal project sites, including customs clearance & terminal handling activities at discharge seaport in India. Consignments (indicating weight and dimensions) are listed in Annexure-B.
2. Please submit your quotation for subject work (as per scope of work) along with duly signed terms & conditions (Annexure – A, B, C, C.1, D, E, F, G, H, I & J enclosed). EMD for this tender is **Rs. 1,90,500/-**. The same shall be submitted through DD in favor of BHEL, HEEP, Haridwar along with the Techno-Commercial bid and payable at Haridwar.
3. Any revision in tender conditions or due date of submission/opening or issue of corrigendum shall be duly communicated to bidders.
4. Bidder shall ensure that all the documents submitted are numbered serially. Bidders must ensure that only relevant documents are attached with the offer.

Thanking you,

Yours faithfully,

Manager (CDX)  
For & on behalf of BHEL Haridwar

Encl: 1) Annexure – A, B, C, C.1, D, E, F, G, H, I & J

## Section-I

### 1. SCOPE OF WORK

Point-to-point (PTP) contract for Transportation of consignments from FOB Rotterdam/Antwerp seaport to Panki & Bhusawal project Sites through multi-modal transport means, including customs clearance activities and terminal handling activities at discharge sea port in India. The scope will broadly include the following activities: -

- a) Ocean Freight of Consignments from FOB Rotterdam/Antwerp Sea Port to Mumbai Sea Port (Approx. Freight Ton =Gross Weight =270.676 MT).
- b) Customs clearance activities for such consignments at Indian port of discharge.
- c) Handling CHA (Customs House Agent) activities at discharge port.
- d) Terminal Handling activities for such consignments i.e. Trucking and Handling of cargo at discharge sea port. All arrangements like suitable cranes, equipment, stools will be required to be made by contractor for taking under-hook delivery/unloading from ship, storage at discharge port if required, loading of consignments on suitable vehicles for inland transportation to project site. Storage space/warehouse at port, if required, shall have to be taken by contractor. Rent for storage space/warehouse taken by contractor shall be in contractor's account.
- e) Inland transportation of consignments - Contractor will have to arrange trucks/trailers to receive the cargo from the hook of the vessel, loading the cargo on suitable vehicles and arranging further transportation of consignments up to Panki & Bhusawal project sites.
- f) Any other activities (including taking necessary approvals, permissions, licence from various concerned authorities) required during transit from Rotterdam/Antwerp Sea port to Panki & Bhusawal project sites.

- Note:**
- a) Details list of consignments are as per Annexure-B.
  - b) Import license for Customs clearance or Release Advice shall be made available by BHEL to the contractor at the discharge port for arranging customs clearance.
  - c) Port Wharf age charges, Other Port Trust dues shall be paid by the contractor and reimbursed by BHEL on actual basis on production of supporting documents.
  - d) Transit Insurance shall be taken by BHEL.
  - e) Contractor will have to coordinate for insurance survey of consignments at load port and discharge port with surveyors appointed by BHEL. Payment to surveyors shall be made by BHEL/BHEL's under-writers.

### 2. DESPATCH SCHEDULE

Project	Packages	Gross Weight (approx. in MT)	Tentative Ex-Works Delivery schedule as on Date	Tentative FOB Delivery schedule as on Date
Panki	HP Turbine	128.466	At the earliest	At the earliest
Bhusawal	HP Turbine	142.21	At the earliest	At the earliest

3. BHEL Haridwar has placed order for HP Turbine Packages of Panki & Bhusawal Project sites on supplier **M/s Siemens AG, Germany** with the delivery terms FOB Rotterdam/Antwerp Sea port. These shipments are to be imported on FOB terms from Rotterdam/Antwerp Sea port.

4. The details of consignments (Annexure-B) is based on engineering design; however, shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change. In case of variations in Volume/Weight of Heavy Lifts/ ODC as compared to the declarations in the packing list, the volume measured at Port will be considered for final payment. The variation in the Heavy lifts/ODC will be considered only if the same is beyond + 10% of declared weight or volume. The freight payment for variation beyond + 10% will be made pro-rata on the basis of quoted rate for weight and volume in the packing list whichever is higher. (Conversion factor Ocean freight:- 1CBM=1 MT( freight ton).
5. **Stacking Instructions**: General stacking is possible up to a load of 800 kg per square meter, but upper box should not be heavier than lower box.
6. **Tiltability of package**: Packages are not tillable.
7. Accessories/Loose items (Non Heavy Lift Individual Packages) will be accompanied by Heavy Lift packages. The packing list dimension will be considered final for making freight and Trucking and Handling Charges. The Contractor/Contractor's load Port associates must find out the actual nature and volume of all these accessories by close interaction with the supplier before booking space in the vessel to avoid any instances of "DEAD FREIGHT". Payment will be made only on the actual volume / Gross weight of the cargo shipped (Conversion factor 1 CBM = 1 Freight Ton).
8. **Ocean Vessel Qualification**: Vessel Qualification of vessel to be used for Ocean transportation should be as given under:
- Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is:
    - member of associate member of International Association of classification societies(IACS) or
    - A national flag society as defined below, but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an interisland route within an archipelago of which the nation forms part).
- Note: National Flag society: A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.
- For the list of Current IACS Members and associate members refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)
9. **Age Limit Of Vessel** : Age limitation of vessel to be used for Ocean transportation should be as given under :
- Bulk or combination carriers over 10 years of age
  - Other vessel over 15 years of age unless they: -
    - Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age or
    - Were constructed as containership, vehicle carriers or double-skin open hatch gantry crane vessel (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a ranges of specified ports, and do not exceed 30 years of age.
10. **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.

11. The bidder should be an Indian entity registered in India under Companies Act/Partnership Act/Proprietorship Act etc. and registered with Director General of Shipping under Multi-modal Transportation Goods Act. In case of consortium, all the associates should be Indian entity registered in India under Companies Act/ Partnership Act/Proprietorship Act for last three years.

Documents to be submitted for bidder & associates:

- (i) Document evidencing registration of the entity/entities.
- (ii) PAN Card
- (iii) GST Registration No.

12. Bidder shall submit an affidavit on non-judicial stamp paper valued Rs.100/- (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, Hardwar.
- 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](http://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).
- We confirm that we have not been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority.
- 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.

13. **BANKER'S CERTIFICATE**: Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 1 Crore.

Documents to be submitted: Banker's Solvency certificate/Undertaking.



#### 14. Pre-qualification requirements:

- 14.1) The Bidder alone or jointly with his associate should own minimum of 36 No's of Hydraulic axles registered with capacity of 18 MT or more per axle. Out of these 36 axles minimum 18 axles should be owned by Bidder alone.

S. No.	Documents	Submitted(Y/N)
1	List of Hydraulic Axles ( <b>As per Annexure-H</b> )	
2	<b>Notarized Copies of Registration Certificate (RC)</b>	
3	<b>Notarized Copies valid insurance policy</b>	
4	<b>Notarized Copies of valid Fitness Certificate</b>	
5.	Notarized copy of Original Equipment Manufacturer (OEM)/Notarized Copies of <b>Gazette Notification</b> mentioning the load carrying capacity of the quoted hydraulic axles.	

- 14.2) The Bidder / alone or jointly with his associate should own at least three Prime movers of more than 350 HP. Out of these three prime movers minimum 1 prime mover should be of capacity more than 480 HP.

S. No.	Documents	Submitted(Y/N)
1	List of prime movers ( <b>As per Annexure-G</b> )	
2	<b>Notarized Copies of Registration Certificate (RC)</b>	
3	<b>Notarized Copies valid insurance policy</b>	
4	<b>Notarized Copies of valid Fitness Certificate</b>	

Note: The bidder has to give an undertaking as per **Annexure-D** that they will be able to place suitable number of axles & pullers of required capacity to lift the consignments within the notice period. Ownership of axles/pullers should be either in the name of proprietor, partner or director of sole proprietorship, partnership, company respectively.

The fitness certificates of axles, prime movers, barge etc. deployed by the successful bidder should be valid/kept validated during the entire execution period i.e. delivery period quoted plus 2 months grace period to cover any delay.

#### 14.3) EXPIERENCE

The Bidder must submit proof of having successfully executed "Multimodal Transportation contract" in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order/ contract along with completion certificate to be enclosed)

(a) Three contracts of value not less than Rs 38.07 lakhs each.  
or

(b) Two contracts of value not less than Rs 47.60 lakhs each.  
or

(c) One contract of value not less than Rs.76.14 lakh.

Documents required:

S. No.	Documents	Submitted(Y/N)
1	Copies of Award of work or, Contract agreement	
2	Work Completion Certificate issued by Customer in the name of Bidder OR GR-LR copies issued by the Bidder (duly acknowledged by customer) indicating consignment weight, origin and destination of the consignment.	
3	Cargo manifest/ blue boat note/ bill of coastal goods/ Port clearance indicating consignment weight, port of loading and port of discharge.	
4	Approved Sea Towing plan.	
5	Customer name with address, e-mail and phone number of the concerned official for our reference.	

- 14.4) **Annual turnover:** The average annual turnover of the bidder should be at least Rs. 28.60 Lakhs in each of the last three financial years i.e. 2016-17, 2017-18 & 2018-19 and Bidder should possess positive **net worth** as on last date of previous financial year.

S. No.	Documents	Submitted(Y/N)
1	Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant for last three financial years.	
2	ITR (Income Tax Returns) for the three AY i.e. 2017-18, 2018-19 & 2019-20 to be submitted.	
3	Separate sheet to be enclosed as per the appended table or in each of the year after incorporation of the company (whichever is less), duly certified by Chartered Accountant.	

Appended table

Years	Annual Turnover
2016-17	
2017-18	
2018-19	

**Section-II**  
**Instructions to Bidders**

1. The bids shall be submitted in two parts: (a) Techno-Commercial bid (Part-I) and (b) Price bid (Part-II).
1. The Techno-Commercial bid envelope shall be sealed and super scribed with "**TECHNO COMMERCIAL BID FOR MULTIMODAL TRANSPORTATION FROM ROTTERDAM/ANTWERP SEAPORT TO PANKI & BHUSAWAL PROJECT SITES: Tender Ref. BHEL/HWR/CDX/ENQ/2021-005**" and shall contain following **mandatory requirements**: -
  - a) Duly signed & stamped copy of **tender document** and other enclosures i.e. all pages of their offer.
  - b) DDs / PAY ORDERs/Banker's Cheque/Electronic Fund Transfer towards EMD of Rs. 1,90,500/-.
  - c) Un priced price bid (Annexure-C & C.1)
  - d) Duly signed & stamped **Annexure-D on your letter head**.
  - e) Affidavit of non-judicial stamp paper valued Rs.100/- (duly notarized) as per point 12 of Section-I.
  - f) 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.**

**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.

2. **The second envelope shall contain duly filled price bids as per Annexure-C & C.1** The rate quoted shall be firm during contract period. Price bid shall contain prices as per attached prescribed format (**Annexure-C & C.1**) and in Indian Rupees (INR) only.

Price bids shall be kept in **separate sealed envelope** and the envelope shall be super scribed with "**PRICE BID FOR MULTIMODAL TRANSPORTATION FROM ROTTERDAMANTWERP SEAPORT TO PANKI & BHUSAWAL PROJECT SITES: Tender Ref. BHEL/HWR/CDX/ENQ/2021-005**" Dated 31/07/2020 and Tender due date 11/08/2020.

This envelope shall contain two further envelopes separately containing duly filled price bids as per Annexure-C and Annexure-C.1. Each of these envelopes shall be super-scribed with either "**Price bid as per Annexure-C (For Panki Project)**" or "**Price bid as per Annexure-C.1 (For Bhusawal Project)**".

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.
- 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.

3. Both the above two sealed envelopes i.e. Part-1 technical bid and part-2 Price bids separately shall be kept into another sealed cover. The cover shall be super scribed with **“QUOTATION FOR MULTIMODAL TRANSPORTATION FROM ROTTERDAM/ANTWERP SEAPORT TO PANKI & BHUSAWAL PROJECT SITE: Tender Ref. BHEL/HWR/CDX/ENQ/2021-005 Dated 31/07/2020 and Tender due date 11/08/2020**

This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bids shall be addressed and sent to **“Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403”** to reach on or before 11/08/2020 by 1345 Hrs. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay/e-mail.**

**Bids can also be sent through e-mail with following details:**

All bidders submitting their bids through e-mail are advised to have following clear subject line.

- a) Tender Enquiry Reference No.-----  
b) Bid opening Date (Part 1, Techno-commercial) -----

Bidders to submit their technical bids and price bids as attachment (Pdf Format should be printable, named as Part-1 and part-2 respectively) with password protection ( separately for each bid) and share the password of technical bid (**except price-bid**) through mail ([tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) after 1:45 pm (IST) on the day of Technical bid opening. Password for price-bid will asked separately from techno-commercially qualified bidders, however if no password is received up to 4:00 pm (IST) of respective bids opening date, their bids will not be opened and will be ignored. Submission of bids through e-mail shall be considered as consent to open the bid without physically witnessing the event.

4. 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.

Note: a. Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section

- b. The bidder must submit the total offer and the details desired therein.  
c. No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored.  
d. All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.  
e. Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.  
f. All the pages submitted in the offer are to be signed & stamped by bidder.
5. **Earnest Money Deposit (EMD):-** An amount of Rs. 1,90,500/- (Rupees One Lakh Ninety-Thousand and Five Hundred only) shall be paid by bidders towards EMD in the form of –

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) at the following address:  
Name: BHEL HEEP COLLECTION A/C  
Account No.10667995458  
IFSC Code.SBIN0000586  
Address: Ranipur, Haridwar



Receipt of online transfer will be intimated to CDX department through e-mail at [subingh@bhel.in](mailto:subingh@bhel.in) ; [ssaluja@bhel.in](mailto:ssaluja@bhel.in) within 2 days and a copy of receipt will also to be attached with technical-bid of tender document.

(ii) Banker's cheque/ Pay order/ Demand draft, in favour of "HEEP, BHEL Haridwar", payable at 'Haridwar' (along with offer) and the same shall be enclosed to the "Techno-Commercial bid".

- The quotations received without EMD likely to be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected.
- EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of statutory documents.

6. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of work.

7. **Security Deposit (SD):-** The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: -

i. Electronic Fund Transfer credited in BHEL account at the following address:

Name: BHEL HEEP COLLECTION A/C

Account No.10667995458

IFSC Code.SBIN0000586

Address: Ranipur, Haridwar

ii. Pay Order, Demand Draft in favour of BHEL.

iii. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee should be in the format given at Annexure-F. Validity of 'performance security deposit' shall be till six months from the expiry date of contract.

Note: The security deposit shall not carry any interest. The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due on BHEL.

The bidder shall submit the Security Deposit within fifteen days from the award of contract.

8. **(a) Earnest Money Deposit (EMD)** furnished by the bidder shall be forfeited if:

- i. After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii. Failure to enter into agreement **within a week** of award of contract.
- iii. Failure to submit security deposit **within 15 days** from award of contract.
- iv. If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.

**(b) Security Deposit (SD)** furnished by the bidder shall be forfeited if:

- i. The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- ii. In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the contractor, has given false / suppressed / forged / fake information.
- iii. For any deviation from and/or breach of the Tender conditions during execution of the contract.
- iv. Breach of any pre-conditions which the various authorities may impose while according their permission notwithstanding the fact that such a breach has not resulted in any negative implication for BHEL.

9. **BHEL RESERVES THE RIGHT TO: -**

- a) 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.

- b) 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.
  - c) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
  - d) 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.
10. 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 Hardwar, are also liable to be rejected.
11. **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.
12. **VALIDITY:** -
- a) **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.
  - b) **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 contractor.
13. **BID EVALUATION CRITERIA:** Offers are evaluated on lowest cost to BHEL basis for Panki and Bhusawal projects site separately. Evaluation criteria of multimodal transportation will be as below:-
- L1 bidder (being lowest) will be decided on the basis of Sum of total rates quoted as per BHEL's scope of work for Ocean Freight of Consignments from FOB Rotterdam/Antwerp Seaport to Mumbai Port, Customs clearance at Mumbai Port, CHA activities, Trucking and Handling of consignments i.e. terminal handling activities and Inland transportation of consignments up to Panki & Bhusawal project site separately for each project as per rate quoted in Annexure-C & Annexure-C.1
14. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -
- a. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
  - b. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "CONTRACTOR", "MTO" or "CFS" or "FREIGHT FORWARDER" or CONSOL AGENT OR CHA or Transporter where the context so requires.
  - c. "SITE" shall mean the place or places, including Project/store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
  - d. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.

- e. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
  - g. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
  - h. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
  - i. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
  - j. "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor.
  - k. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
  - l. "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
  - m. "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
15. The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth Rs.100/- at his cost. **The agreement shall be entered within a week of award of contract.**
16. Failure to enter into agreement within a week or failure to deploy ship at FOB Rotterdam/Antwerp Sea port in 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 ship from any other agency, at the risk and cost of the contractor and extra expenditure, if any, incurred by BHEL shall be recovered from the defaulter contractor.
17. In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then BHEL reserves the right to use alternative source for execution of contract at Risk & cost of contractor without any notice from BHEL.

### **Section-III**

#### **Special Condition for executions of Contract**

2. The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of LOI/Order/Contract, BHEL, at its sole discretion will have the right to cancel the LOI/Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 2) The contractor / his Load Port agent should coordinate closely with the shipper/supplier to confirm the actual nature and volume of the cargo and its availability and then arrange suitable vessel. It will be responsibility of contractor to get the required permission for hazardous cargo in co-ordination with supplier.
- 3) On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to the Port by BHEL's supplier. The contractor should give at least 21 days' notice to supplier/his agent to enable them deliver the cargo on FOB terms at the load Port to match the vessel nominated by the contractor. (This is to ensure cargo is available at load Port before vessel arrival to avoid situations of "DEAD FREIGHT". The contractor has to suitably coordinate with supplier/his agent to ensure the same). BHEL under no circumstances will pay Dead Freight.
- 4) Coordination with the shipper/supplier to ensure dispatch and delivery of cargo at the nominated port to match vessel sailing schedule. Any Storage charges arise out of mis-ordination between supplier and contractor will have to be borne by contractor.
- 5) Contractor has to ensure that Vessel should be suitable to load and discharge the cargo by its own gear. Use of Shore cranes is not permitted.
- 6) Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition.
- 7) Contractor shall arrange for receipt and acceptance of cargo on board the nominated vessel at load port (Cargo will be delivered FOB by supplier/his agent).
- 8) Arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port, loading onto the vehicles & unloading at Panki & Bhusawal site and arrange to submit survey report to BHEL immediately after the cargo is loaded/ unloaded on/from the vessel. The surveyor will be nominated by BHEL/BHEL underwriter and payment to this surveyor will be made by BHEL/BHEL underwriter. Contractor to provide all ship details in advance as required by the underwriter and provide documents like Vessel Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter/Surveyor. Surveyor will attend and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with by the contractor.
- 9) Draft Multimodal transport document/BL has to be forwarded to BHEL in 2 days in advance of vessel arrival at load port for approval. Contractor to ensure each invoices & packing list corresponds to each BBU (i.e. each BBU will have separate invoice/packing list).
- 10) All the cargo in this consignment is to be shipped under deck only. Over deck stacking and shipping is strictly prohibited. Transshipment of cargo is prohibited.
- 11) Safe Discharge of Heavy Lift Cargo and non-heavy lift cargo including hazardous cargo at discharge port on to Barges / Trucks / Trailers.



- 12) Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
- 13) All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 14) Customs clearance activities at discharge port of the cargo/consignments are to be executed by contractor and custom duty will be paid by BHEL.
- 15) Contractor will coordinate with BHEL for filing of Bill of Entry, and, will be responsible for obtaining DO. The contractor shall arrange to issue examination D.O. as and when required without OBL, without any extra cost to BHEL.
- 16) Wharf age charges are also to be paid by contractor & the same shall be reimbursed by BHEL on actual basis on production of supporting documents.
- 17) Trucking and Handling of cargo i.e. terminal handling activities is to be executed by contractor and all arrangement to be made by contractor for taking delivery from ship in advance to avoid any congestion at port and delay in execution of the contract.
- 18) In case of any congestions at discharge port, the contractor shall do all necessary work for vessel berthing at discharge port. Vessel idling/detention charges due to delay in berthing including delay in allocation of berth at discharge port, delay in berthing of the vessel due to non-availability of the customs clearance documents, delay in berthing for the want of arrangement of requisite Trucks/Trailers for direct delivery from the vessel or due to any other reason not specifically mentioned shall be borne by contractor.
- 19) Suitable vehicles are to be placed to load the consignments and further transportation up to site should be arranged in time. For loading of HP Turbine (weight 128 MT) hydraulic axles suitably fit for loading/transportation of consignment in all respects are to be arranged.
- 20) Storage/plot area at port, if required, is to be arranged by contractor and rent for the same shall be paid by contractor.
- 21) Safe inland transportation of consignments from the discharge port to Panki & Bhusawal project site on suitable vehicles are to be executed by contractor in professional manner.
- 22) The contractor should arrange suitable watch and ward at port, storage area and enroute in adequate numbers.
- 23) The contractor should arrange necessary Material Handling Equipment viz. lifting beams/spreader beams/parallel bars, hydraulic stools etc. for safe loading / unloading / handling of equipment at Port of Origin / Port of Discharge /Storage Facility / enroute etc.
- 24) All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 25) It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

- 26) The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 27) No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 28) The successful bidder should ensure that vessel should have suitable crane facility for handling such type of heavy lift cargo.
- 29) Unloading from the vessel at discharge port, taking under the hook delivery at discharge port, storing the consignment at plot area, if required, reloading of the same on suitable vehicles are to be done by contractor. Contractor has to ensure that all the consignments are properly placed / tied / fastened / lashed / secured.
- 30) Unloading at site shall be arranged by BHEL/Customer. Unloading/Loading during the inland transportation /transshipment will be done by contractor on his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation/transshipment.
- 31) The length of platform of the axles/trailers combination deployed for the consignment shall not be less than the length of consignment. For loading of HP turbine (128 MT), 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.
- 32) Contractor 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.
- 33) Contractor 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.
- 34) Contractor shall prepare all the necessary documents in required number of copies to accompany with the Ship/ Trailer/ vehicles while leaving for site from the port to ensure smooth transportation without hindrance from any Government or local agency on the way.
- 35) Contractor will work round the clock at the port / storage facility / en-route. Contractor 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.
- 36) The cost of liaising and co-ordination with all concerned authorities will be to Contractor's account.
- 37) 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.
- 38) Contractor 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 contractor. Contractor should also ensure that all taxes / Duties for Hydraulic Axles, truck, trailer and Prime Movers are paid to the concerned State authorities.
- 39) 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. Contractor must follow instructions given

on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

- 40) All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 41) Whenever asked by company, all documents including multimodal transport documents, bill of lading, delivery orders, payment invoices etc. will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 42) In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.
- 43) The contractor shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The contractor 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.
- 44) 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 contractor at his cost. It shall be the responsibility of the contractor 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 contractor.
- 45) Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 46) The contractor shall furnish the following: -
- a. The final packing list received from supplier for shipment to be immediately forwarded to BHEL in advance.
  - b. Multimodal transport documents/ Draft BL to be forwarded to BHEL in advance for confirmation. A scanned copy of B/L to be sent to BHEL.
  - c. Cargo arrival notice along with ETA of the vessel to be communicated in advance at both at load port and discharge port.
  - d. The contractor shall furnish Prior IGM filed with Indian customs at least 2 days ahead of vessel arrival at discharge port.
  - e. Detailed list of vehicles and consignment loaded on to such vehicles prior to the start of their inland movement to Panki & Bhusawal project site.
- 47) Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel.
- 48) All Original Bill of lading/Multi-modal Transport Documents should be issued as per UCP 600.
- 49) Use of tramper/ tramp services/tramp vessel is prohibited.
- 50) **Vessel Booking Procedure:**
- a. BHEL shall place LOI on successful bidder.
  - b. After placement of LOI, contractor shall coordinate with supplier.

- c. Forwarder should ensure that supplier is ready with cargo as well as documentation and local procedures.
- d. After confirmation from supplier that vessel can be booked, forwarder is required to book vessel.

- 51) The details of expected vessel matching with above FOB date will be provided by freight forwarder in advance and final vessel will be booked only after getting written confirmation from BHEL, Haridwar.
- 52) Please note that vessel details shall be informed to Siemens(supplier) by BHEL's Freight Forwarder at least 21days prior to the arrival of such vessel.
- 53) Finals Bill of lading will be issue by freight forwarder to M/s Siemens AG Germany only after getting confirmation on draft BL from them.
- 54) **BILLS OF LADING ISSUED BY HANJIN SHIPPING COMPANU WOULD NOT BE ACCEPTABLE.**
- 55) Wherever any License/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such License/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

**56) Detention Charges at Site:**

Detention charges at Site shall be payable to contractor, as under:

- i. For first seven (7) days from the date of reporting/date of entry at site: NIL.
- ii. After 7 days the rate of detention charges will be Rs. 15,000/- per day.

Total detention Charges payable is limited to **10% of the contract value.**

Note: Reporting should be certified by the BHEL executive/representative at the site/unit/customer. No detention charges, whatsoever shall be payable if the responsibility for detention rests with the contractor and the site/unit is ready to receive/load the goods.

**57) OBSERVANCE OF LOCAL LAWS:**

- a. The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. including MoRTH guidelines (as applicable). The Contractor shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned authorities as may be required under law.
  - b. The Contractor 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 Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 58) 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 up to 10% in weight & dimension of consignment will be entertained.
  - 59) Contractor shall own all risks and responsibility from the time of Dispatch of consignment from site/BHEL till safe delivery at site/BHEL.
  - 60) Contractor shall submit the Daily Progress Report to BHEL Haridwar on email [hwcdx@bhel.in](mailto:hwcdx@bhel.in); [ukd@bhel.in](mailto:ukd@bhel.in); [subingh@bhel.in](mailto:subingh@bhel.in); [ssaluja@bhel.in](mailto:ssaluja@bhel.in).



- 61) All necessary statutory, legal and safety requirements shall be complied by the contractor and the contractor 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.
- 62) Contractor 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 contractor shall be solely responsible.
- 63) No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, contractor shall be responsible for all penalties levied and shall pay from their own account.
- 64) The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of handing over of consignments 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 GST), surcharge, hamali enroute, statistical charges, any readjustment, lashing, etc. 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 what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
- 65) 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.
- 66) Bidder shall nominate one competent person & shall furnish the name, designation and addresses to ensure proper coordination of logistics for the entire duration of each contract. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the same person.

67) **TRANSIT TIME & PENALTY FOR LATE DELIVERY:**

Timely delivery is the essence of the contract. Total transit time permitted is 115 days worked out as under:

- a. 10 Days : Time for Vessel Booking after supplier confirmation
- b. 15 Days : Time Required for M/s Siemens to deliver the cargo at Load Port
- c. 60 days : Ocean Carriage from Load Port to Discharge Port and customs clearance time
- d. 30 days : Transportation of consignment up to Panki & Bhusawal project site

Start time: The Confirmation date to book vessel by supplier

End time: The date of unloading of last vehicle at destination shall be taken as End 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 same is certified by the Consignee/BHEL officers/Customer.

**Delay in delivery will attract penalty @ 2/7% (two by seven percent) of contract value per day of delay subject to a maximum of 10% calculated on awarded value.**

- 68) **INDEMNITY:** The contractor 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 contract.
- 69) All payments including any penalty, damages or compensations payable by the Contractor 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 contractor 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 contractor 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.
- 70) **FORCE MAJEURE:** The following shall amount to force majeure conditions:
- 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.
  - 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 07 days from the date of occurrence thereof.
  - 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.
  - Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.
- 71) **PREVENTION OF CORRUPTION:**
- 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.
  - 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.
- 72) **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited. However, hiring of vehicles for inland transportation is permitted. Whole responsibility of safety of the consignments will rest with the contractor to whom the contract will be awarded by BHEL. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract and get the work completed by any other agency at the risk and cost of the contractor.
- 73) **Joint Survey** - Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL /

Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. Thus he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

74) 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.

75) **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 contractor 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 unit of BHEL.

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

77) **RESCUE OPERATION:-** Contractor shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by contractor 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.

**78) Short – Landed or Damaged Goods:**

- (i) It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and BHEL's Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- (ii) In case of apparent damages in consignments, the Contractor will apply for survey by Carriers, Port authorities, BHEL's Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- (iii) The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- (iv) The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.



79) **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 with all complete supporting documents within 30 days from the delivery of consignments after adjustment of penalty. Freight bill is to be submitted in triplicate duly supported with following documents: - Freight bills shall be submitted in

1. Invoice duly signed and stamped as per Annexure-E
2. Supplier Signed and stamped Packing list
3. Signed OBL copy/Multimodal Transport Documents
4. Vessel qualification/ age/class certificate
5. Delivery acknowledgement of consignment at site. Same shall be acknowledged by consignee.

Note: (i) Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only.

(ii) Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, including TDS and/or any other levies at the prescribed rates.

(iii) Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers

(iv) TDS as applicable will be recovered from contractor's bill.

(v) All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.

(vi) Freight bills must be in the name of BHEL.

(vii) Any penalty or tax implication due to late submission of bills to BHEL will be on bidder account

(viii) Any other financial liability arises on BHEL-Haridwar due to any default of transporter under Prevailing GST act, such implication shall be to transporter's account.

80) The PAN Number & GST Number shall be pre-printed on the freight bill. GST as applicable shall be paid by BHEL. Input TAX credit would be available to BHEL. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of bidder under GST, such implication shall be to Bidder's account.

The bidder to provide status under Goods and Service Tax, registered or un-registered. If Goods Transport Agency (GTA) is registered under GST, copy of GST registration to be provided along with technical bid.

The bidder shall clearly indicate Service Accounting Code (SAC Code), its description and applicable rate of GST in his technical bid.

As per Notification No. 20/2017-Central Tax (Rate) 22nd August, 2017, Goods Transport Agency is having option to opt either 5% GST rate without input tax credit to GTA, which shall be paid by Service Recipient under Reverse Charge Mechanism (RCM) or 12% GST rate with input tax credit to GTA payable under forward charge by GTA. The bidder shall clearly provide option opted and same shall be valid for the said financial year."

81) The contractor 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/GR 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.

82) Contractor will be required to get the delivery acknowledgement information preprinted behind their GR forms in following manner: -



**Acknowledgement / Receipt of Consignment**

**(To be pre-printed on reverse side of GR/LR)**

Received ..... case(s) ..... crate(s) ..... loose ..... bundle(s) on (Date).....through [\*]  
**Trailer.** Regn. No..... sent vide Consignment Note/LR No .....Dated  
..... in [\*] Proper / Damaged condition.

Handed over documents in original [\*] (i) Duplicate for Contractor 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.

83) No request for extension of the time from the contractor will be entertained.

84) "If any bidder/contractor 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.

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

- a. If at any time during the currency of the contract, the Contractor 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 risk and cost of the bidder and also forfeit the security deposit. Balance amount, if any, will be recovered from the Contractor's freight bills/security at any unit of BHEL.
- b. BHEL reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination.
- c. To recover any money due from the contractor under this contract or any other contract will be recovered from the Security Deposit or/ & pending bills from any other contract or any unit of BHEL.
- d. In case of Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated contractor to carry out the work further
- e. To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.

**86) ARBITRATION:**

- a. If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the contractor, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- b. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

- c. The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- d. The award of the arbitrator shall be final and binding on both parties.
- e. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- f. In case of PSU, the office Memorandum No 4(1)/2011 DPE (PMA)-GI dated 12/06/2013 of DPE will be applicable.
- g. The place of Arbitration will be BHEL Haridwar.

87) 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 Multi-modal Goods Transport Act-1993 and Carriers Act. 1965, as amended from time to time during the tenure of the contract.

88) 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 & contractor.

89) **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Haridwar only shall have jurisdiction.

90) **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](http://www.bhel.com)).

91) Details of consigner, consignee, project & BHEL are as follows:-

Consigner	SIEMENS AG, FREYESLEBENSTRASSE 1,91058 ERLANGEN, GERMANY Contact details Mr Ralf Aldenhoven, E-mail: <a href="mailto:ralf.aldenhoven@siemens.com">ralf.aldenhoven@siemens.com</a> ; <a href="mailto:mail.BD1033.energy@siemens.com">mail.BD1033.energy@siemens.com</a> ; <a href="mailto:vijesh.r@siemens.com">vijesh.r@siemens.com</a> Tel: +4991317-48033; +499131173-7762
Project/Destination	1 x 660 MW, UPRVUNL, Panki TPS Extn., Panki, Kanpur-208020 and, 1 x 660 MW Bhusawal TPS Unit-6, MSPGCL, Bhusawal, Dist- Jalgaon
Consignee address	CHIEF ENGINEER (PROJECTS) 1 x 660 MW, UPRVUNL, Panki TPS Extn., PANKI, KANPUR-208020 CHIEF ENGINEER/ DY. CHIEF ENGINEER (PROJECTS) 1X660MW BHUS THERMAL POWER STATION UNIT-6 MSPGCL, BHUSAWAL, DIST-JALGAON
BHEL Haridwar	1.S Saluja (Manager) Email: <a href="mailto:ssaluja@bhel.in">ssaluja@bhel.in</a> Ph: 9720170210  2. Navneet Mittal (Sr. DGM) Email: <a href="mailto:navmit@bhel.in">navmit@bhel.in</a> Ph: 8191920920

**TENDER NO. BHEL/HWR/CDX/ENQ/2021-005 DATED 31/07/2020****List/details of Consignments**

<b>Project Component description</b>	<b>Volume (m3)</b>	<b>Description(one of the items taken from the list)</b>	<b>Package wise Gross Weight (MT)</b>	<b>L (m)</b>	<b>W (m)</b>	<b>H (m)</b>
Panki HP turbine (BBU no. A1001)	113.389	Turbine section assembly	128	7.97	3.8	3.71
		Balancing bolt	0.35	1.22	.0.89	0.75
		Load ring	0.11	1.17	0.4	0.41
		Rating plate	0.006	0.34	0.24	0.26
			<b>128.466</b>			
Bhusawal HP turbine (BBU no. B1001)	0.362	Rating plate	0.005	0.34	0.24	0.26
		Bracket	0.16	1.42	0.47	0.51
	105.7	Turbine section assembly	126.1	7.97	3.76	3.5
		Balancing bolt	0.345	1.22	0.89	0.75
	10.082	Inlet connection	2.9	1.5	1.11	1.25
		Inlet connection	2.9	1.5	1.11	1.25
		Lock nut	4.9	1.43	1.31	1.58
		Lock nut	4.9	1.43	1.31	1.58
			<b>142.21</b>			

Note :-

- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENTS.
- UP TO A DIFFERENCE OF 10% BETWEEN THE INVOICED AND ACTUAL WEIGHT & DIMENSIONS, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

**WE (CONTRACTOR) UNDERTAKE TO PROVIDE SUITABLE VESSEL, VEHICLE, AXLES, PRIME MOVERS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS AS PER MTO & MORTH GUIDELINES IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.**

**(PRICE BID FORMAT)**

Tender No. BHEL/HWR/CDX/ENQ/2021-005

Dated 31/07/2020

**Project Name:- MULTI-MODAL TRANSPORTATION FROM FOB ROTTERDAM/ANTWERP SEA PORT TO PANKI PROJECT SITE, INCLUDING CUSTOMS CLEARANCE & TERMINAL HANDLING ACTIVITIES AT DISCHARGE PORT IN INDIA.**

(1)	(2)	(3)	(4)	(5)	(6)
Description	Cost of Ocean Freight of Consignments from FOB Rotterdam/Antwerp Sea Port to Mumbai Sea Port	Cost of Customs clearance activities	Cost of terminal handling activities	Cost of Inland Transportation For HP Turbine of Panki TPS	Total Rates (All Inclusive) <b><u>(2+3+4+5)</u></b>
Multi-modal transportation from Rotterdam /Antwerp Sea Port to Panki project site, including customs clearance & Terminal Handling activities at Discharge Port in India	(In words)	(In words)	(In words)	(In words)	(In words)
	(In figures, )	(In figures)	(In figures)	(In figures)	(In figures)

**NOTE :-**

- 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 contractor. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for GST.
- 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.

**IMPORTANT NOTE: - The price bid shall be sealed in separate individual envelope**



**(PRICE BID FORMAT)**

Tender No. BHEL/HWR/CDX/ENQ/2021-005

Dated 31/07/2020

**Project Name :- MULTI-MODAL TRANSPORTATION FROM FOB ROTTERDAM/ANTWERP SEA PORT TO BHUSAWAL PROJECT SITE, INCLUDING CUSTOMS CLEARANCE & TERMINAL HANDLING ACTIVITIES AT DISCHARGE PORT IN INDIA.**

(1)	(2)	(3)	(4)	(5)	(6)
Description	Cost of Ocean Freight of Consignments from FOB Rotterdam/Antwerp Sea Port to Mumbai Sea Port	Cost of Customs clearance activities	Cost of terminal handling activities	Cost of Inland Transportation For HP Turbine of Bhusawal TPS	Total Rates (All Inclusive) <b><u>(2+3+4+5)</u></b>
Multi-modal transportation from Rotterdam/Antwerp Sea Port to Bhusawal project site, including customs clearance & Terminal Handling activities at Discharge Port in India	(In words)	(In words)	(In words)	(In words)	(In words)
	(In figures, )	(In figures)	(In figures)	(In figures)	(In figures)

**NOTE:-**

- 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 contractor. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.) except for GST.
- 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.

**IMPORTANT NOTE: - The price bid shall be sealed in separate individual envelope.**

**(Letter of compliance in company's Letter Head)**

Ref No: BHEL/HWR/CDX/ENQ/2021-005

Date: xx: xx: xxxx

Subject: **Tender No. BHEL/HWR/CDX/ENQ/2021-005**

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 & C.1 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 will be able to place suitable capacity of required number of vehicles, axles & pullers and ship for transportation of consignment up to Panki and Bhusawal project sites. We also confirm fitness validity of vehicles, axles, prime movers, other equipment required for transportation of consignment during currency of contract.

Thanking you,  
Yours faithfully

**Maharatna Company**  
**Celebrating 50 Years of Engineering Excellence (1964-2014)**

**Freight Bill Performa****TENDER NO.: BHEL/HWR/CDX/ENQ/2021- 005**

Name of Contractor : \_\_\_\_\_ Bill No. \_\_\_\_\_

Full Address : \_\_\_\_\_ Date. \_\_\_\_\_

Pan Number: \_\_\_\_\_

GST Regn. Code: \_\_\_\_\_

Contract no. \_\_\_\_\_

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

S. N.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	PO No. & Date	Vehicle No.	Remarks

Total amount in words \_\_\_\_\_

**Signature & Seal of Contractor****Total amount in words verified for payment Rs. \_\_\_\_\_**

**BANK GUARANTEE BOND**

BG against agreement dated ...../...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/2021-005 In consideration of the Bharat Heavy Electricals Limited, .....Division (hereinafter called 'the Company') having agreed to exempt ..... (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. ....made between ..... and .....for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, ..... (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of ..... (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs. ....against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.
2. We, ..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, ..... (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all the liability under this guarantee thereafter.
5. We, ..... (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).
7. We, ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of .....  
For ..... (Indicate the name of Bank)



**Details of Prime Movers****(To be filled in accordance with Clause no. 14.2 of Section-I of Annexure-A)**

SI No.	Owner	Reg. No	HP	Make	Year of Manuf.	Notarized RC copy, Attached (yes/no)	Page No. in the bid	Fitness Certificate Attached (Yes/No)	Page No. in the bid	Fitness valid Up to
01										
02										
03										

Details of Axles(To be filled in accordance with Clause no. 14.1 of Section-I of Annexure-A)

Sl.No	Owner	Axle Reg. No.	Chassis No	Registered capacity per axle (in MT) as per Gazette	Gazette page No. in the bid	No of Axles	Notarized RC Copy, Attached	Page No. in the bid	Fitness Certificate Attached	Page No. in the bid	Fitness valid Up to	Year of Manufacture	Make
1													
2													
3													
...													

**PRE BID TIE UP**

(To be executed on Rs.100/- 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 equipments, resources, experience and assistance to the BIDDER for the execution of the contract, if awarded;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS –

1. The ASSOCIATE permits the BIDDER to show his finance, tools, plants, tractors, trailers, other transportation equipment, measuring & monitoring Equipments (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.

1. Name (First Party)
2. Official Address

WITNESS FOR.

1. Name (Second Party)
2. Official Address

**Details of Experience****(To be filled in accordance with Clause no. 14.3 of Section-I of Annexure-A)**

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, <u>email</u> and address with telephone Number	Whether approved towing plan for one consignment attached (yes/no)	Page Nos in the bid
1											