

CENTRAL DESPATCH DIVISION

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Websites: www.bhelhwr.co.in, www.bhel.com

Ref: BHEL/HWR/CDX/ENQ/1920-002

Date: 01/05/2019

Dear Sir,

Subject: Transportation of 250 MW TG stator from Parichha TPP to BHEL, Haridwar, and, from BHEL, Haridwar to Parichha TPP by Road on Point-to-Point basis.

1. Sealed tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC/OWC by road for award of contract for transportation of heavy lift consignment. Consignment (indicating weight and dimensions) mentioned in Annexure-B is to be transported as per the dispatch schedule informed by BHEL.
2. Please submit your quotation for transportation of the consignment as per Annexure-B by suitable vehicle along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I, J, K, L enclosed) and EMD of **₹ 56,100/-**. The EMD shall be paid through DD in favor of BHEL, HEEP, Haridwar and payable at Haridwar along with the Techno-Commercial bid.
3. Any revision in tender, due date of submission/opening or corrigendum's, if any shall be hosted on above website(s) only.
4. Bidder shall ensure that all documents being submitted are numbered serially. Bidders must ensure that only the relevant documents are attached with the offer.

Thanking you,

Yours faithfully,
SDGM (CDX)
For & on behalf of BHEL Haridwar

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

TERMS & CONDITIONS

Quotations are invited for transportation of TG Stator i.e. heavy Over-dimensional consignment (ODC) from

- i) Parichha TPP to BHEL Haridwar, and/or
- ii) BHEL, Haridwar to Parichha TPP

as per details mentioned in Annexure-B.

A Bidder can quote for either or both of the above-mentioned road transportations based on their assessment and route survey for safe transportation of consignment using configuration and combination of axles/equipments as per their discretion.

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 (Annexure-I). However, in case of any pre-bid tie up, as far as BHEL is concerned, the lead bidder will be responsible and accountable to fulfill all contractual obligations required under this tender irrespective of the fact whether the particular activity is executed by the lead bidder or by his associate.

SECTION-I

ELIGIBILITY CRITERIA

1. FLEET OWNERSHIP:-

1.1) The Bidder/Associate should jointly own minimum of 36 Nos. of Hydraulic axles registered with capacity of minimum 18 MT per axle. (Out of 36 axles, minimum 18 axles should be owned by Bidder). (Ownership should be either in the name of the company or in the name of Directors/partner) and Two (2) prime movers of more than 350 HP (**with maximum variation of -5%**) and One (1) prime mover of more than 520 HP (**with maximum variation of -5%**) capacity (Ownership either in the name of the company or in the name of Directors/ partners).

1.2) **Applicable only if opting for part / full road Transportation through Girder Bridge (*this is in addition to the requirement for fulfilling the PQR criteria mentioned at 1.1 above*):**

The Bidder alone or his Associate should own or have leasing/hiring contract (and produce documentary evidence for the same) for at least one Girder Bridge capable of transportation of consignment mentioned in tender document.

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/Girder Bridge should be either in the name of proprietor, partner or director of sole proprietorship, partnership, company respectively.

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

Documents to be submitted:

- i. List of Prime Movers (**As per Annexure-G**) and Hydraulic Axles (**As per Annexure-H**) with **make and year of manufacturing** along with **Registration Nos.** to be furnished.
- ii. Duly **Notarized Copies of Registration Certificate (RC) & valid insurance policy** of Prime Movers & Axles.
- iii. Notarized Copies of valid **Fitness Certificate** (as on date of tender opening) of Prime Movers & Axles.
- iv. Notarized Copies of **Gazette Notification** (for axles only).
- v. Notarized copy of Document from Original Equipment Manufacturer (OEM) mentioning the load carrying capacity of the quoted hydraulic axles.
- vi. Documents evidencing ownership/leasing/hiring for at least one Girder Bridge capable of transportation of consignment mentioned in tender document with its Drawing & OEM certificate mentioning capacity of the bridge and document evidencing load test of Girder Bridge with correlating ownership identification serial no. of the girder bridge.

vii. 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. The bidder should be an Indian entity registered in India under Companies Act/Partnership Act/Proprietorship Act etc. for last three years. 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.

4. **GROUP CONCERNS/AFFILIATES:** The bidder shall disclose/confirm the following:

- 4.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- 4.2) 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.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) 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:**

- a) **Annual Turnover:** The average annual turnover of the bidder should be at least Rs 5 (Five Crores) in last *three financial years i.e. 2015-16,2016-17 & 2017-18*
- b) **Net Worth:** Bidder should possess positive net worth as on 31/03/2018.

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 –2015-16,2016-17 & 2017-18 are to be submitted.
- iii. Separate sheet to be enclosed as per the appended table duly certified by chartered accountant.

Years	Annual Turnover	Net profit
2015-16		
2016-17		
2017-18		

6. **EXPERIENCE:**

Experience required
Bidder alone (excluding any Associate) should have transported minimum 1 (one) heavy lift single piece consignment not less than 200 MT in INDIA by road of min. road distance of 200 kilometers for each consignment within seven 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.

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

- a) Any Bidder can bid independently and also be associate to one or more bidders. In case of associate, bidder shall ensure to submit the Bank Guarantee/Security Deposit for 1 % of the contract value from their associate in addition to 5 % Bank Guarantee/Security Deposit to be submitted by bidder directly.
- b) Bidder should necessarily comply with criteria listed under serial number 2, 3, 4, 5 and 6
- c) Associates chosen by Bidder should comply with criteria under serial number 3.
- 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. **BANKER'S CERTIFICATE:** Bankers Solvency Certificate/Undertaking is to be submitted for a minimum of Rs. 2 Crore.

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

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 first envelope i.e. Part-I shall contain the Techno-Commercial bid and shall be super scribed with **"TECHNO COMMERCIAL BID FOR TRANSPORTATION OF 250MW TG stator from Parichha TPP to BHEL, Haridwar and BHEL, Haridwar to Parichha TPP: Tender Ref. BHEL/HWR/CDX/ENQ/1920-002"**. This envelope 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.
 - i. DDs / PAY ORDERS towards **EMD** of 56,100/-.
 - c) **Route details** as per Annexure-K and **Transit time** as per Annexure-L, from origin to destination, for movements listed at Annexure-B.
 - d) **Road distance** proposed to be travelled in km from origin to destinations.
 - e) **Un priced** price bid (Annexure-C and Annexure-C.1) of all consignments/movements separately.
 - f) Duly signed & stamped **Annexure-D on your letter head**.
 - g) 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) 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 i.e. Part-II shall contain Price Bids and shall be super-scribed with **"PRICE BIDS FOR TRANSPORTATION OF 250MW TG stator from Parichha TPP to BHEL, Haridwar and BHEL, Haridwar to Parichha TPP Tender Ref. BHEL/HWR/CDX/ENQ/1920-002."** 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 (From Parichha To Haridwar)"** or **"Price bid as per Annexure-C.1 (From Haridwar To Parichha)"**. Respective Price bids shall contain transportation cost as per attached prescribed format (**Annexure-C and Annexure-C.1**) only.

A bidder may submit price bid for only one route also i.e. either Parichha to Haridwar or Haridwar to Parichha.

The rate quoted shall be firm during contract period. Rates are to be quoted for road transportation in line with Technical bid.

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 for both routes or gives the price in Techno-Commercial bid, their 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.
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 250MW TG stator from Parichha TPP to BHEL, Haridwar, and, BHEL, Haridwar to Parichha TPP: Tender Ref. BHEL/HWR/CDX/ENQ/1920-002 Dated 01/05/2019 and Tender due date 24/05/2019.**

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 24/05/2019 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.**

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):-** An amount of Rs. 56,100/- (Rupees Fifty-Six Thousand and One Hundred only) shall be paid by bidders towards EMD in the form of -
 (i) Banker's cheque/ Pay order/ Demand draft, in favour of “BHEL, HEEP, 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.
15. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days of the award of work.
16. **Security Deposit (SD):-** The total amount of Security Deposit will be 5% of the contract value. In case of associate, bidder shall ensure to submit the Bank Guarantee/Security Deposit for 1 % of the contract value from their associate in addition to 5 % Bank Guarantee/Security Deposit to be submitted by bidder directly 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. Pay Order, Demand Draft in favour of BHEL.
 ii. 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 or before lifting of consignment whichever is earlier.

17. (a) **Earnest Money Deposit (EMD)** furnished by the bidder shall be forfeited if:
- After opening of the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - Failure to enter into agreement **within a week** of award of contract.
 - Failure to submit security deposit **within 15 days** from award of contract.
 - 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:

- The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
- In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
- For any deviation from and/or breach of the Tender conditions during execution of the contract.
- 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.

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

- 18.1) 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.
- 18.2) 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.
- 18.3) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 18.4) 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.
- 18.5) 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.

19. 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.

20. **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.

21. **VALIDITY:-**

- 21.1) **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.
- 21.2) **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.

22. **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.

23. During execution, any deviation from proposed route, stooing/detachment or attachment of axles/unloading or loading of consignment is proposed, prior approval is to be taken from BHEL & their insurer and only after taking all necessary permissions required from MORTH/Concerned authorities.

The bidder has to comply with the applicable guidelines/instructions issued by MORTH/concerned Ministry from time to time during execution of the contract.

24. **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 separately for each movement i.e. Parichha to Haridwar, and, Haridwar to Parichha on the basis of rates quoted by bidders as per Annexure-C and Annexure-C.1.

The bidders having transit time in excess of lowest transit time quoted by bidders 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.

Example of applying loading factor given below for clarification.

Transporter	Price Quoted (Rs.)	Transit Time quoted by bidder (In 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 against individual movement. The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.

In case of L1 position occupied by more than one bidder, lottery shall be conducted to decide the L1 bidder.

25. 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.**

26. 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 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.

27. **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.

28. 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 – Site:- Vehicle 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.

In case of late placement, late placement charges (Beyond free period of TEN days) for package to be lifted shall be as follows:-

Late placement charges in Rs. Per day
24,000/-

The above late placement charges 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.

29. 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.

30. **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 axles' 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.

31. DETENTION CHARGES:

31.1) Detention charges shall be payable to transporter, as under:

a. At loading point for first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil.

b. After 7 days the rate of detention charges –

In Rs. Per day
24,000/-

c. At unloading point for first seven (7) days from the date of reporting/date of entry at site: NIL.

d. After 7 days the rate of detention charges –

In Rs. Per day
24,000/-

- e. Reporting should be certified by the BHEL executive at the site/unit/customer. No detention charges, whatsoever shall be payable if the responsibility for detention rests with the transporter and the site/unit is ready to receive/load the goods.
- 31.2) 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 clause 31.1 above **shall not exceed 15% of the gross basic freight.**
- 31.3) 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 at same rate as mentioned above in clause 31.1 (b), for each additional day after placement date subject to maximum of 10% of the gross basic freight.
32. The transporter should arrange suitable axles in requisite number as per required schedule for safe and timely transportation of ODC through Road Transportation.
33. Transporter is responsible for transportation of the ODCs from origin to destination.
34. Ensure that loading / unloading of the main equipment is kept to minimum such as directly unloading the consignment at destination.
35. All taxes, charges and dues, if any, during execution of this contract shall be on transporter account.
36. 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.
37. Transporter shall arrange suitable wooden, steel and concrete sleepers, spreader beam, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo.
38. Transporter shall prepare all the necessary documents in required number of copies to accompany with the Trailer while leaving for site to ensure smooth transportation without hindrance from any Government or local agency on the way.
39. The cost of liaising and co-ordination with all concerned authorities will be to transporter's account.
40. 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.
41. 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 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.
42. 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.
43. 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.

44. 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 behavior and observance of all regulations by the staff employed.
45. 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.
46. Transporter shall own all risks and responsibility from the time of Dispatch of consignment from site/BHEL till safe delivery at site/BHEL.
47. **Transporter shall submit the Daily Progress Report to BHEL Haridwar on email hwrcdx@bhel.in; ssaluja@bhel.in; ukd@bhel.in and provide access to the GPS system deployed in the vehicle to BHEL Executive/Supervisor.**
48. 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.
49. 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 trailer 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.
50. 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.
51. 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 GST), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc. GST 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 what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
52. 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.

53. Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.

54. **TRANSIT TIME & PENALTY FOR LATE DELIVERY:**

Timely delivery is the essence of the contract.

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 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.

55. **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.

56. **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.

57. **Grace period of 7 days will be allowed for the purpose of Late delivery penalty.**

58. 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.

59. **FORCE MAJEURE:** The following shall amount to force majeure conditions:

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

59.2) If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time 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.

59.3) The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such

event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

59.4) Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.

60. PREVENTION OF CORRUPTION:

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

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

61. **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.

62. 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.

63. **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, Haridwar also.

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

65. **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.

66. **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. Freight bills shall be submitted in Performa attached at Annexure-E.

67. 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 transporter under GST, such implication shall be to transporter'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.”.

68. 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.
69. 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 as per Annexure-E. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
70. Transporters will be required to get the delivery acknowledgement information preprinted 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 Seal	Authorized Signatory of the Consignee with Name & Seal
[*] Strike out which is not applicable.	

71. No request for extension of the time from the transporter will be entertained.
72. "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.
73. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.

- 73.1) 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.
- 73.2) 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.
- 73.3) To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.

74. ARBITRATION:

- 74.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the transporters/contractors, 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. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
- 74.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 74.3) The place of Arbitration will be BHEL Haridwar.

75. 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.

76. 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.

77. **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.

78. **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).

Sr. Deputy General Manager
Central Despatch Division
BHEL, HEEP, Haridwar

TENDER NO. BHEL/HWR/CDX/ENQ/1920-002 DATED 01/05/2019
LIST/DETAILS OF HEAVY ODCs TO BE TRANSPORTED ON POINT TO POINT BASIS

SI	Consignment	From	Destination	Dimensions in mm (LxWxH)	Weight in MT
1	TG Stator (Tentative dispatch schedule : Jun'19)	PARICHHA TPS UNIT-5:250MW EXECUTIVE ENGINEER (CONSTN.) 2X250 MW PARICHHA THERMAL EXT. POST OFFICE - PARICHHA DISTT.-JHANSI (UP), PIN-284305	AGM(CDX), BHEL, Haridwar-249403	7520X4200X4770	218.00
2	TG Stator (Tentative dispatch schedule : Dec'19)	AGM(CDX), BHEL, Haridwar-249403	PARICHHA TPS UNIT-5:250MW EXECUTIVE ENGINEER (CONSTN.) 2X250 MW PARICHHA THERMAL EXT. POST OFFICE - PARICHHA DISTT.-JHANSI (UP), PIN-284305	7520X4200X4770	218.00

Note:-

- 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 PROVIDE SUITABLE AXLES, PRIME MOVERS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS AS PER MORTH GUIDELINES IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

(PRICE BID FORMAT – TRANSPORTATION COST)

Tender No. BHEL/HWR/CDX/ENQ/1920-002

Dated 01/05/2019

Project Name:- *Transportation of TG Stator From Parichha TPP to BHEL, Haridwar*

(1)	(2)	(3)
Sn.	Description	<u>Total Transportation Cost</u>
1	Point to Point Transportation of TG Stator From Parichha TPP to BHEL, Haridwar	(In words)
		(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 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 GST 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.

IMPORTANT NOTE: - *The price bid shall be sealed in separate individual envelope and must super scribe Tender number, Name of consignment, From and To as given above.*

Signature & Seal of Authorized signatory

(PRICE BID FORMAT – TRANSPORTATION COST)

Tender No. BHEL/HWR/CDX/ENQ/1920-002

Dated 01/05/2019

Project Name:- *Transportation of TG Stator From BHEL, Haridwar to Parichha TPP*

(1)	(2)	(3)
Sn.	Description	<u>Total Transportation Cost</u>
1	Point to Point Transportation of TG Stator From BHEL, Haridwar to Parichha TPP	(In words)
		(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 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 GST 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.

IMPORTANT NOTE: - *The price bid shall be sealed in separate individual envelope and must super scribe Tender number, Name of consignment, From and To as given above.*

Signature & Seal of Authorized signatory

(Letter of compliance in company's Letter Head)

Ref No: BHEL/HWR/CDX/ENQ/1920-002

Date:xx/xx/xxxx

Subject: **Tender No. BHEL/HWR/CDX/ENQ/1920-002 Dated 01/05/2019**

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 and Annexure-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 have sufficient number of axles, pullers and will be able to place suitable capacity of required number of axles & pullers to lift the consignments. Also it is confirmed that we will be able to place suitable girder bridge (if applicable). We also confirm fitness validity of axles, prime movers, other equipment required for transportation of consignment during currency of contract.

Thanking you,
Yours faithfully

Freight Bill Performa

TENDER NO. : BHEL/HWR/CDX/ENQ/1920-002

Name of Transporter : _____ Bill No.
Full Address : _____ Date.
Pan Number: _____
GST Regn. Code: _____

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 _____

Maharatna Company

Celebrating 50 Years of Engineering Excellence (1964-2014)

Signature & Seal of Transporter

Total amount in words verified for payment Rs. _____

BANK GUARANTEE BOND

BG against agreement dated/...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/1920-002. 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 andfor (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 thewe 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. 1 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. 1 of Section-I of Annexure-A)

SI.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 (By Road Transportation)

(To be filled in accordance with Clause no. 6.1 of Section-I of Annexure-A)

Sl. No.	LR no. and date	Description of the consignment	Weight (In MT)	From	To	Date of execution	Distance Travelled	Whether WO / Contract agreement attached (yes/no)	Whether completion certificate from the customer /GR-LR attached with receipt (yes/no)	Customer name, email and address with telephone Number	Page No in the offer
For consignments above 200MT											
01											

ANNEXURE-K

(Route detail & Distance in KM)

Tender No. BHEL/HWR/CDX/ENQ/1920-002

Dated xxxx

SI No	Item	From	Destination	Route detail
1	TG Stator	Parichha TPP	BHEL, Haridwar (To be filled by Bidder)
2	TG Stator	BHEL, Haridwar	Parichha TPP (To be filled by Bidder)



ANNEXURE-L

(Transit Time in days)

Tender No. BHEL/HWR/CDX/ENQ/1920-002

Dated xxx

SI No	Item	From	Destination	Transit Time (In days)
1	TG Stator	Parichha TPP	BHEL, Haridwar (in days) (To be filled by Bidder)
2	TG Stator	BHEL, Haridwar	Parichha TPP (in days) (To be filled by Bidder)

