



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)
(CMM IMPORTS CELL)

Phone: 04023185050 Fax. 04023186026 e-mail: sk@bhelhyd.co.in

REF:CMM FE/ GT Multimodal/TRANSPORTATION /2011- 12

DATE : 28.05.2011

Notice inviting Tender

Sub: Tender -Transportation of GT Multimodal Barge / Hydraulic Trailers - Reg.

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Open Tender is invited on a two part bid basis as detailed in the tender documents.

The equipments/requirements listed in **ANNEXURE-C** are expected to be dispatched to the destination mentioned between July 2011 to Aug 2011.

- 01) Tenderer shall ensure that the IBA recommendation is valid on the date of opening of the price bid and the same is also valid throughout the validity of the contract.
- 02) An amount of **Rs. 2,00,000/-** (Rupees Two lakh Only) shall be paid towards EMD by DD / PAY ORDER from any Scheduled Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED", payable at 'HYDERABAD' and the same shall be enclosed to the "technical Bid" , along with enclosed EFT mandate (Annexure-D) duly filled. The bids received without EMD will be rejected.
- 03) Please do enclose the following in the **Technical Bid envelope**.
Annexures A, B, C & D duly signed along with the EMD.
- 04) **Price Bid** in line with **Annexure E** shall be enclosed in a separate sealed envelope.
- 05) Both the above bids in separate sealed covers and together kept in single sealed cover shall be super scribed with "TENDER FOR TRANSPORTATION OF GT Multimodal BARGE / HYDRAULIC TRAILORS with Ref. no & Due date shall be sent to

" The Purchase Officer, purchase coordination cell, Administrative building, near cash office ,Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032 " to reach on or before 21.06.2011 - 10.30 HRS.

BHEL is not responsible for any postal delay.

The Tender will be opened on the same day ie. **21.06.2011 - 14.30 HRS.**

Thanking you,

Yours faithfully,

Subramanian K
SDGM / CMM - FE

Encl:

- 1) Terms & Conditions - Annexure- A
- 2) Particulars of Consignment – Annexure -C
- 3) Annexure – B,& D
- 4) Annexure E

ANNEXURE – A



TERMS & CONDITIONS

REF: CMM FE / GT/MULTIMODAL TRANSPORTATION /2011- 12

DATE : 28.05.2011

Open Tenders are invited from reputed and financially sound transporters who are experienced in multimodal transportation of heavy consignments and capable of meeting our transport requirement listed in Annexure-C.

1. The Tenderer should own/lease a Minimum of 20 hydraulic axles (Ownership/lease shall be either in the name of the company or in the name of Partners/Directors) along with One Prime Mover - Puller- should be of min of 520 HP and all conforming to the relevant provisions of MV Act. (Documentary proof to be submitted).The bidder shall own/lease at least one flat top IRS approved Barge of Min 2000 GRT.The bidder should also own an MS Act registered IRS approved Towing Tug with BOLLARD power of min 10MT.
 - 1.1 The Tenderer shall submit proof of having transported at least 1 **consignment of 280 MT & above** by Barge / Hydraulic Trailers from **April 2008 to March 2011**. (Documentary proof to be submitted)
 - 1.2 The Transporter's name should figure on Gazette from the Ministry of Surface Transport.
 - 1.3 Banker's certificate as applicable shall be submitted along with the Technical bid.

THE FOLLOWING DOCUMENTS SHALL BE ENCLOSED TO THE "TECHNICAL BID"

1. Memorandum of the Articles of the Company / valid Registered Partnership Deed where ever applicable duly attested by Notary.
2. **TURN OVER :**
Annual report / Account for 2007-08, 2008-'09 and 2009-'10 & 2010-'11 (Provisional or Final) duly audited/certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of Tenderer, other than limited company, the annual account so submitted should be the same as submitted to Income Tax Authorities. The Tenderer shall mention the clear postal address of the Income Tax Authority where the I.T. returns are submitted.
3. DOCUMENTARY PROOF OF EXPERIENCE AND PROVIDING SERVICE FOR BHEL SISTER UNITS, IF ANY:
4. **OWNER SHIP OF VEHICLES :**
List of Barge / Tug, Hydraulic Axles and Prime Movers with Registration Nos. and type of Axles is to be furnished along with copies of R.C Books duly attested by Notary. The Tenderer shall endorse on each R.C. Book, the postal address of the RTA where the Axles and Prime Movers are registered.
5. Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for assessment years **2007-'08, 2008-'09 and 2009-'10** duly attested by Notary.
6. Copy of IBA certificate since **April 2007** till date and first registration with IBA duly attested by Notary.
7. Copy of "PAN allotment letter issued by Income Tax Authorities" duly attested by Notary.
8. EMD / SD by the Tenderer will be forfeited if
 - 8.1 After opening the tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - 8.2 The Tenderer does not commence the work within the period as per LOI / Contract and in case of non performance of the contract.
 - 8.3 Failure to enter into agreement within a week of awardal of contract.

SIGNATURE & SEAL OF THE TENDERER

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9) The successful Tenderer shall pay Security Deposit.

The rate of Security Deposit shall be as follows:

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

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

NOTE: Acceptance of Security Deposit against Sl.No. (iv) and (vi) shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connection therewith. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

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

1. Cash (as permissible under the Income Tax Act)
2. Pay Order, Demand Draft in favour of BHEL.
3. Local cheques of scheduled banks, subject to realization.
4. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates shall be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% shall be remitted either by cash or in the other form of security. The Bank Guarantee format shall have the approval of BHEL.
6. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor. A/C BHEL, duly discharged on the back.
7. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be paid before start of the work and the balance 50% shall be recovered from the running bills.
8. EMD of the successful Tenderer shall be converted and adjusted against the security deposit.
9. The security deposit shall not carry any interest.
10. The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due to BHEL

10) BHEL reserves the right to accept / reject the tender either in full or in part at their discretion without assigning any reason thereof. BHEL propose to finalize this **Tender through Reverse Auction route** on overall lowest PRICE basis to the L1 Vendor with our applicable standard terms . However BHEL reserves the right to finalize the Tender on the overall L1 vendor through the conventional method also. Tenderer shall indicate the readiness to participate in the Reverse Auction process in Annexure B, failure on this acceptance, BHEL reserves the right to reject any Offers received. Tenderer has to solely execute the job within the contract period. The consignment details are furnished in Annexure-C along with sizes and weights and the **Tentative** date of readiness for despatch.

RISK PURCHASE:

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

- 10.1 If at any time during the currency of the contract, the bidder fails to tender all or any of the services required under the scope of work in the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit.
- 10.2 To recover any money due from the bidder, from any money due to the bidder under this or any other contract or from the Security Deposit.
- 10.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

SIGNATURE & SEAL OF THE TENDERER

- 11) The L1 Tenderer shall enter into an agreement prior to taking up the job on a Non-Judicial Stamp Paper worth Rs. 100 at his cost. The agreement shall be entered within a week of awardal/intimation of contract.
- 12) Barge/Tug Trailer should be made available at the load port **and be ready to take under hook delivery from ship with an advance intimation of 7 days**. Failure to enter into agreement within a week or failure to place the suitable Barge as above shall lead to forfeiture of EMD / SD and termination of contract. In such an event BHEL reserves the right to engage alternate arrangements at the risk and cost of the bidder and extra expenditure, if any, incurred by BHEL shall be recovered from the L1 bidder also BHEL may proceed for penal actions subsequently.
- 13) The required permits from Port/Govt authorities ,Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity /Railways or any other agencies for movement of the Barge/ trailer en route shall be obtained by the contractor at his cost. It is the responsibility of the agency to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim is allowed on the accepted rate on any account. Any delay in delivery of the equipment due to non-availability of permission from above agencies shall be to the account of the bidder. All the Mundra port charges are in the bidders scope. Custom Duty payment and custom clearance shall be done by BHEL. Bidder shall at own/lease suitable Jetty at their own cost at Pipavav port enroute..

13.1 ROUTE SURVEY : The transporter shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening,modification,and construction of bypasses/approach roads etc.for safe transportation on the ODC consignments and submit a detailed route survey report containing all important stations and relevant information regarding the obstructions enroute Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels , sharp U-turns etc. The proposed route for road transport of the ODC consignment is Pipavav Jetty to GSPC Pipavav. However bidders may make their own assessment based on their route survey, and specify the route proposed for road transport. The sea route proposed by Barge is from Mundra port to Pipavav port.

13.2 The bidder should also posses experience in construction of by-passes and experience in construction of suitable JETTY/ RO-RO jetty at Pipavav.

13.3 The bidder should arrange necessary Material Handling Equipment for safe loading /unloading / handling of equipment at Port of Origin / Port of Discharge enroute .

13.4 The bidder should arrange suitable Barges/Tugs in requisite number as per required schedule for safe and timely transportation of the ODC through waterways.

13.5 The bidder should firm-up Barge/Ship sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of ODC's through sea route.

13.6 Bidder is responsible for Shipping / transportation of the ODC's from port of origin & un-loading from the barge properly placing holding / tying / fastening /lashing / securing the cargo on Barge.

13.7 Bidder should identify suitable location / land for construction of Jetty at Port of Discharge – pipavav.

13.8 Bidder should construct suitable RO-RO Jetty at the identified location at Port of Discharge in a timely manner for safe and timely transportation of ODC.

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

SIGNATURE & SEAL OF THE TENDERER
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13.10 Bidder is also responsible to Strengthen and modify road, bridges etc and contract bypasses wherever required after obtaining necessary permissions from all concerned authorities. All traffic diversion measures to be taken as required to ensure the safe and timely delivery of all consignment to GSPC Pipavav site.

13.11 Bidder should obtain all required clearances / permit from all Governmental / non – Governmental authorities Eg: NHA / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties /Persons for transportation of ODC through inland road transport route identified by the bidder.

13.12 Unloading the ODC from barge, loading on to the Trailer / Axle, properly placing / tying / fastening / lashing / securing shall be in bidder's scope.

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

OBSERVANCE OF LOCAL LAWS:

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

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

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

13.17 All port charges at Mundra for the Barge operations to receive the cargo from the ship including the inspection charges on the barge etc shall be to the bidder's Account.

13.18 Ensure that loading / unloading of the main equipment is kept to minimum such as directly unloading the cargo from barge at port of discharge to trailer .

13.19 Bidder shall be allowed to use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.

13.20 The bidder shall also submit along with the bid, the proof of owning / tie up with owning agency, for the major T&P's.

13.21 Bidder shall ensure timely loading of cargo from incoming Ship to take the under hook delivery on to Barge and transportation of the same to the discharge port.

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

13.23 Bidder shall prepare all the necessary documents in required number of copies to accompany with the Barge / Trailer while leaving for site from the port to ensure smooth transportation without hindrance from any Government or local agency on the way. Any non – specific service item, which is necessary for satisfactory completion of the work are under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.

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

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

- Bidder shall use Volvo 520 prime movers.** For hydraulic trailer consignments load per axle shall not exceed 16 MT. To ensure safe transit , Spreader beams shall be deployed , if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from CDC.
- 14) Loading on ship's under hook and unloading at destination shall be organized by BHEL. Advance notice of 7 days for the loading shall be given by BHEL.
- 15) Free time of 2 days shall be allowed for unloading of the trailer. The detention charges of Rs.15000/- per day (for both prime mover & axles) shall be paid to the contractor beyond the free period mentioned above.
- 16) The equipment is likely to be despatched as mentioned. However, the price quoted shall be valid for a period of one month from the date of opening the Price Bid for placement of the Order and two month for execution of the contract there after.
- 17) The price quoted shall be firm and valid for the contract period and no revision shall be considered for any reason whatsoever. The price quoted shall be lumpsum inclusive of all port/govt charges/ taxes (except service tax), surcharge, hamali enroute, statistical charges, any readjustment, lashing, etc. Service tax if any, shall be reimbursed on submission of documentary evidence. The price shall also include all the points under clause 13 if applicable the cost of Electrical Works, Civil Works including providing diversions, bypasses, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings, also electrical shut down both on the road and at Railway Crossings, etc. Wherever required enroute the Tenderer shall obtain the permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the quoted price shall be entertained during the execution of the contract. **OCTROI CHARGES (if any) SHALL BE PAID BY BHEL**, subject to submission of documentary evidence. Route/Distance approval should be taken in advance.
- 18). **Consignment shall be transported by the Barge / Tug & hydraulic trailers and the load per axle shall not exceed 16 MT.** Please refer the clause under 13 for further reference. 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 Barge 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.
- 18.1** Bidder shall provide escort during entire transportation till Project site with ODC consignment who shall apart from his other responsibilities be also responsible to take care of side and overhead clearance while travelling through densely populated towns and cities on the route. Bidder to avoid assing through such places as far as possible while selecting the route and if necessary to be done during night in order to minimize inconvenience to the public.
- 18.2** Arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain from receipt of cargo to delivery of the same at site.
- 18.3** If required Coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. To coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 19) The Tenderer shall provide an experienced supervisor among his staff as an escort with a mobile phone, who shall inform the day to day progress of movement of vehicle, to BHEL. The Tenderer shall furnish to BHEL the route map with the schedule of despatch before the vehicle is placed and the same shall be strictly adhered to and a daily progress report shall be submitted through e-mail / fax / written report. BHEL has the sole discretion to install an in-house web-based Vehicle Tracking Unit based on GPS for real-time tracking of consignment. The transporter shall be held responsible to return the VTS unit to BHEL-R.C.Puram, failing which the freight bill shall not be processed.

- 19.1 For Heavy Haulage (Road Transport), successful bidder will be required to conduct a Route Survey as per the existing rules/laws/statutory provisions of local governments/central government and submit a copy of the survey to BHEL. Clearances for transport of Over Dimensional cargo / Power blocks is to be obtained by bidder from the relevant authorities. All levies, statutory fees or any charge levied by any authority on this account shall be borne by the bidder. If any civil work like widening of Road, strengthening of Bridges / Culverts etc have to be carried out to facilitate safe transportation than the same would have to be borne by the bidder and will not have any financial bearing on BHEL.
- 19.2 Bidder shall depute at least one competent person with all communication aids (Eg mobile, fax etc) at each of the following places: Port of Origin / Port of Discharge / Project Site, to ensure proper coordination of logistics for the entire duration of the contract. The cost associated with the same shall be included in the unit rates.
- 19.3 INDEMNITY : The bidder shall indemnify and keep indemnified BHEL all losses, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of the contract
- 20) **Delivery:** Transit period is reckoned as below. In the case where Octroi is paid by the Carrier, two days grace period shall be given extra against documentary evidence.
- 20.1 Total transit permitted inclusive of period required for obtaining statutory permissions like IRS/PWD,ROAD etc. is to be worked out by the bidder. Bidder shall indicate the total delivery period in the technical Bid. Trailer transit time shall be @ 70KM/DAY WITH CONSIGNMENT HEIGHT <or= 4.5 METERS .
- 20.2 Mundra port (After the custom clearance) to GSPC PIPAVAV (TOTAL TRANSIT TIME = 21 DAYS)
- | | |
|---|---------|
| a) Ocean/Sea Carriage from Load Port to Discharge Port: | 11 days |
| b) Inland movement of the ODC Consignment from Discharge port to site | 10 days |
- 20.3 Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt /dispatch status at port / storage facility / project site, movement status of various trailers as on date, constraints if any, etc.
- 21) Beyond 10% variation in weight/dimensions as mentioned in Annexure-C, payment shall be made proportionately.
- 22) If the equipment is not delivered within the time committed in the Technical Bid, the late delivery penalty shall be levied at the rate of 2% per week or part thereof subject to a maximum of 15 % of the freight charges subject to force majeure conditions like cyclone, wash out of roads, bridges, civil commotion, etc. Mechanical failure is not considered as force majeure.

22.1 FORCE MAJEURE: The following shall amount to force majeure conditions:

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

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

22.1.3) 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.

22.1.4) Force Majeure conditions will apply on both sides.

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- 23) BHEL reserves the right to reject the trailer, the driver and crew of the trailer, if not found fit for BHEL's satisfaction.
- 24) **Sub contracting of the work either in full or in part is not allowed.**
- 25) *The contractor is responsible for safe delivery of the consignment at the destination. However BHEL / CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL /CUSTOMER in case of damage / loss. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Hyderabad also.*
- 26) Freight charges shall normally be paid to the contractor by Electronic Fund Transfer with in 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the LR copy having delivered the consignment in good condition. **The PAN Number shall be indicated on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal :“ Certified that we have not availed cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No.. 12/2003 – ST dated 20.06.2003”**
- 27) Non-compliance of BHEL's terms and conditions on the part of transporter will result in his offer liable to be rejected. Offers of such transporters , who have under performed in the earlier tenders are also liable to be rejected.
- 28) Registration numbers for Service Tax,TIN and PAN are to be given along with Techno commercial bid.
- 29) Canvassing in any form in connection with the Tender is strictly prohibited and such tenders are liable to be rejected. All information furnished by the Tenderer is taken to be authentic for evaluation of tender . Should any information found to be incorrect subsequently at any time , the tender shall be rejected and EMD/SD shall be forfeited.
- 30) **SAFETY & INSURANCE** : The contractor is responsible for safe delivery of the consignment at the destination. However BHEL / CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL /CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees. , in accordance with appropriate statutory requirements. . If due to bidders carelessness, negligence, non-observance of safety precautions , improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. In the event of any bidder being blacklisted by any BHEL Unit during the tenure of the contract, the concerned bidder will stand blacklisted by BHEL, Hyderabad also.
- 31) **ARBITRATION:**
31.1) If at any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. Executive Director, BHEL, Ramchandrapuram, Hyderabad or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONDILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
31.2) 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.
31.3) The place of Arbitration will be BHEL, Ramachandrapuram, Hyderabad-32..

SIGNATURE & SEAL OF THE TENDERER

END

ANNEXURE -B

REF: CMM FE / GT MULTIMODAL/TRANSPORTATION /2011- 12

DATE : 28.05.2011

TRANSPORTATION OF EQUIPMENT BY BARGE / HYDRAULIC TRAILORS

NAME OF THE TENDERER :

ADDRESS FOR CORRESPONDENCE :

NAME OF PERSON TO BE CONTACTED :

TELEPHONE NOS.:OFFICE :

RESIDENCE :

MOBILE :

FAX :

EMAIL :

- 1) DD/PAY ORDER NO.& DATE FOR **RS.200,000/-** TOWARDS EMD _____
- 2) LATE DELIVERY PENALTY - **CLAUSE 22 OF ANNEXURE A** AGREED
- 3) PAYMENT TERMS - **CLAUSE 26 OF ANNEXURE A** AGREED
- 4) 10% VARIATION OF DIMENSIONS AND WEIGHT **CLAUSE 21 OF ANNEXURE A** AGREED
- 5) MOBILISATION TIME OF 7 DAYS FOR PLACEMENT OF BARGE & TUG AT LOAD POINT FOR TAKING UNDER HOOK DELIVERY . AGREED
- 6) LOAD CONSIDERED PER AXLE SHALL NOT EXCEED 16MT AGREED
- 7) DETENTION CHARGES OF RS. 15000 PER DAY FOR BOTH PRIME MOVER & AXLES TOGETHER AGREED
- 8) VALIDITY OF OFFER FOR ONE MONTH FOR ORDER PLACEMENT AGREED
- 9) DELIVERY TIME **CLAUSE 20.2 OF ANNEXURE A** AGREED
- 10) ALL APPLICABLE TERMS & CONDITIONS - **ANNEXURE A** AGREED
- 11) PRICE QUOTED IN THE PRICE BID IS INCLUSIVE OF ALL TAXES, PORT CHARGES AND DUTIES ETC. AS PER **CLAUSE 17 OF ANNEXURE-A** AGREED
- 12) PROPOSED ROUTE OF TRANSPORTATION & DISTANCE SHALL BE FURNISHED WITH THE TECHNICAL BID AGREED
- 13) INSTALLATION OF VTS BY BHEL AND TRANSPORTER TO RETURN THE SAME FOR FURTHER PROCESSING OF FREIGHT BILL AGREED
- 14) PLACEMENT OF BARGE AND TUG WITHIN 7 DAYS OF ADVANCE NOTICE FOR THE CONSIGNMENT AT MUNDRA PORT WITH ALL PERMISSIONS AGREED
- 15) TRAILER (MIN 18 AXLES) FOR THE CONSIGNMENT AGREED
- 16) ACCEPTANCE FOR PARTICIPATION IN THE REVERSE AUCTION ROUTE AGREED

SIGNATURE & SEAL OF THE TENDERER



ANNEXURE – C

Technical Bid

_CMM FE /GT Multimodal/TRANSPORTATION /2011- 12

DATE :28.05.2011

CONSIGNMENT TO BE DESPATCHED BY BARGE/ HYDRAULIC TRAILER

Transportation between	Description	Dispatch Month Planned	Qty	Unit Weight Max-MT	Dimensions METERS	Distance NM/KM (To be filled by the bidder)
Mundra port To GSPC Pipavav	9FA GT	July 24th 2011	1	280	11x5x5	

Note:

Dispatch period mentioned above is tentative which is subject to variation.

The actual date of requirement of Barge/Trailer will be further reconfirmed one week ahead.

However the above table is informative for tender purpose.

The size and weight mentioned above are tentative and the actual may vary by 10%.

In case of variation beyond the above said limit, proportionate charges will be paid.

WE UNDERTAKE TO PROVIDE SUITABLE **Barge& tug at Mundra port with a 7 days of advance notice for taking "Under hook delivery of the consignment from the ship" and transport to Pipavav port and further by Hydraulic trailer/prime mover** and deliver the consignment safely at GSPC Pipavav as per the agreed terms OF THE TENDER IN ALL RESPECTS.

SIGNATURE & SEAL OF THE TENDERER

ANNEXURE – E

(PRICE BID-PROFORMA TO BE IN SEALED COVER)

REF: CMM FE / GT/MULTIMODAL TRANSPORTATION /2011- 12

DT:28-05-2011

Note: Quoted Rates should be filled both in figures & words

PRICE BID

Transportation of 9FA GT 280 MT from Mundra port to GSPC Pipavav by BARGE and TRAILER	Price (all inclusive) Rs. (in figures) (Ref. clause no. 17 of Annxure-A)	Rupees in words

We agree to place the suitable Barge at Mundra port with a 7 days of notice in accordance with all the terms and conditions of this tender with out any exception and the quoted rates are in line with the clause number 17 of terms & conditions in Annxure-A and deliver the consignment safely within the committed Delivery period as mentioned in annexure B .

SIGNATURE & SEAL OF THE TENDERER

ANNEXURE – D

ENQUIRY REF: CMM FE /GT Multimodal/TRANSPORTATION /2011- 12

DT:28-05-2011

Vendors to furnish this mandate on their Letter Head.)

Annexure D

Ref No:

Date:

To
Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 502 032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

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

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

Thanking you,

(Signature with Seal)
Authorised Signatory
Name
Designation

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

Date

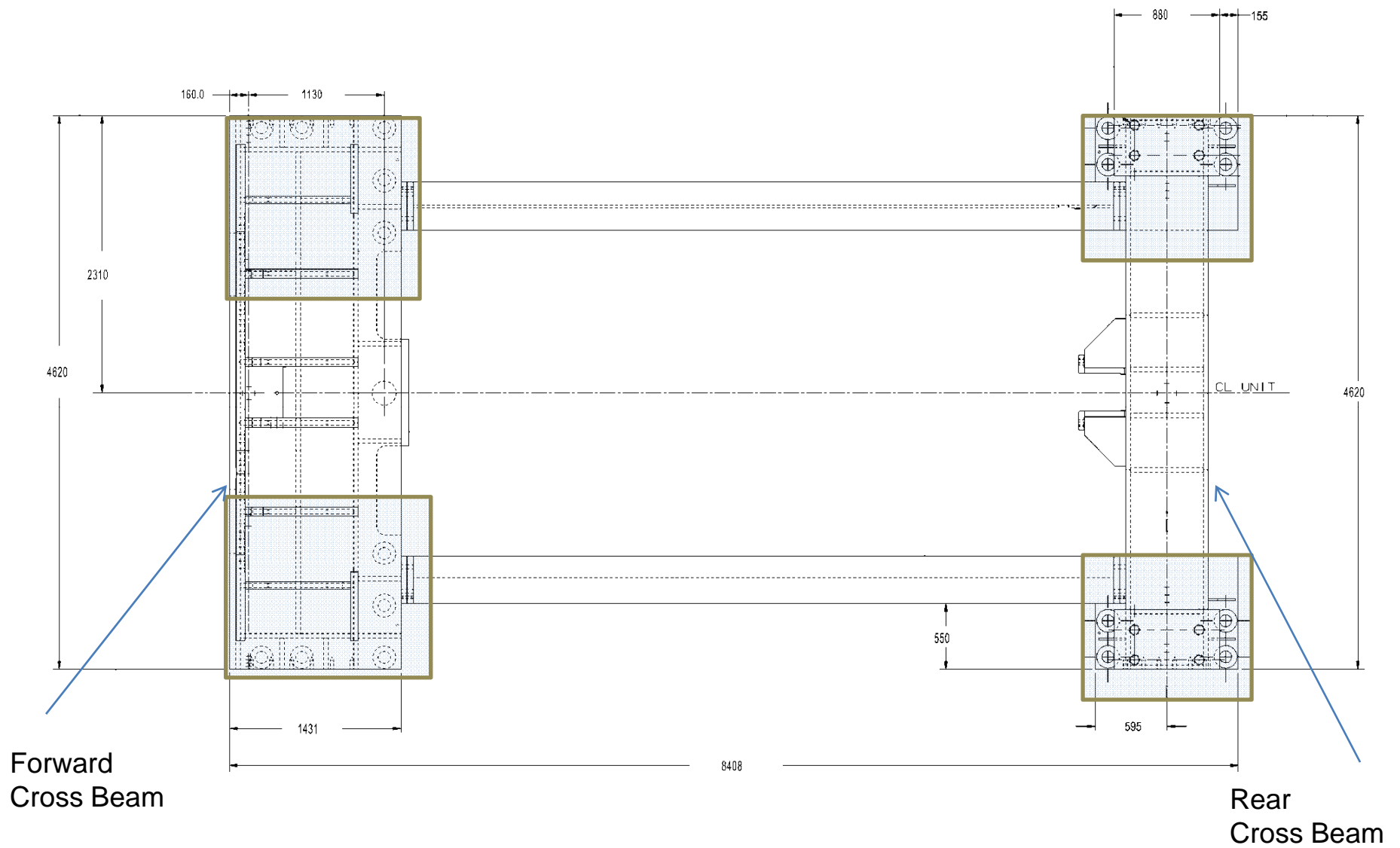
(Signature of authorized official of bank)
Bank Stamp

SIGNATURE & SEAL OF THE TENDERER

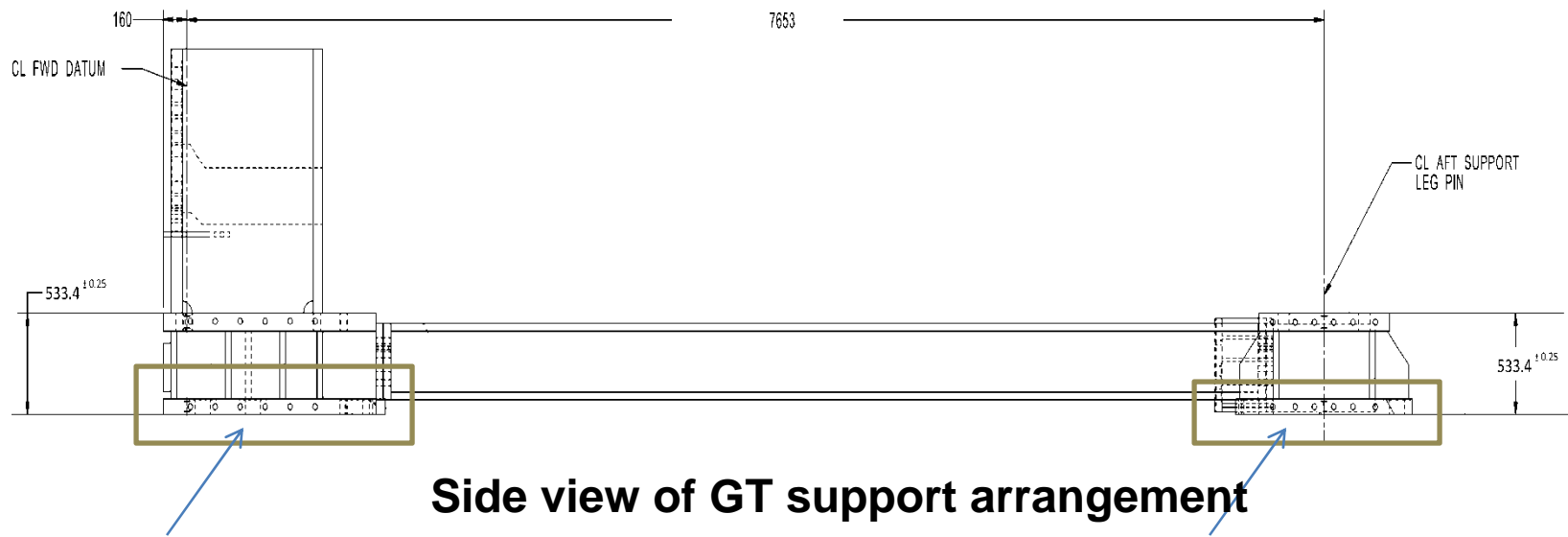
Details for transportation of 9FA Gas Turbine



9FA Gas Turbine Package being unloaded from Ship

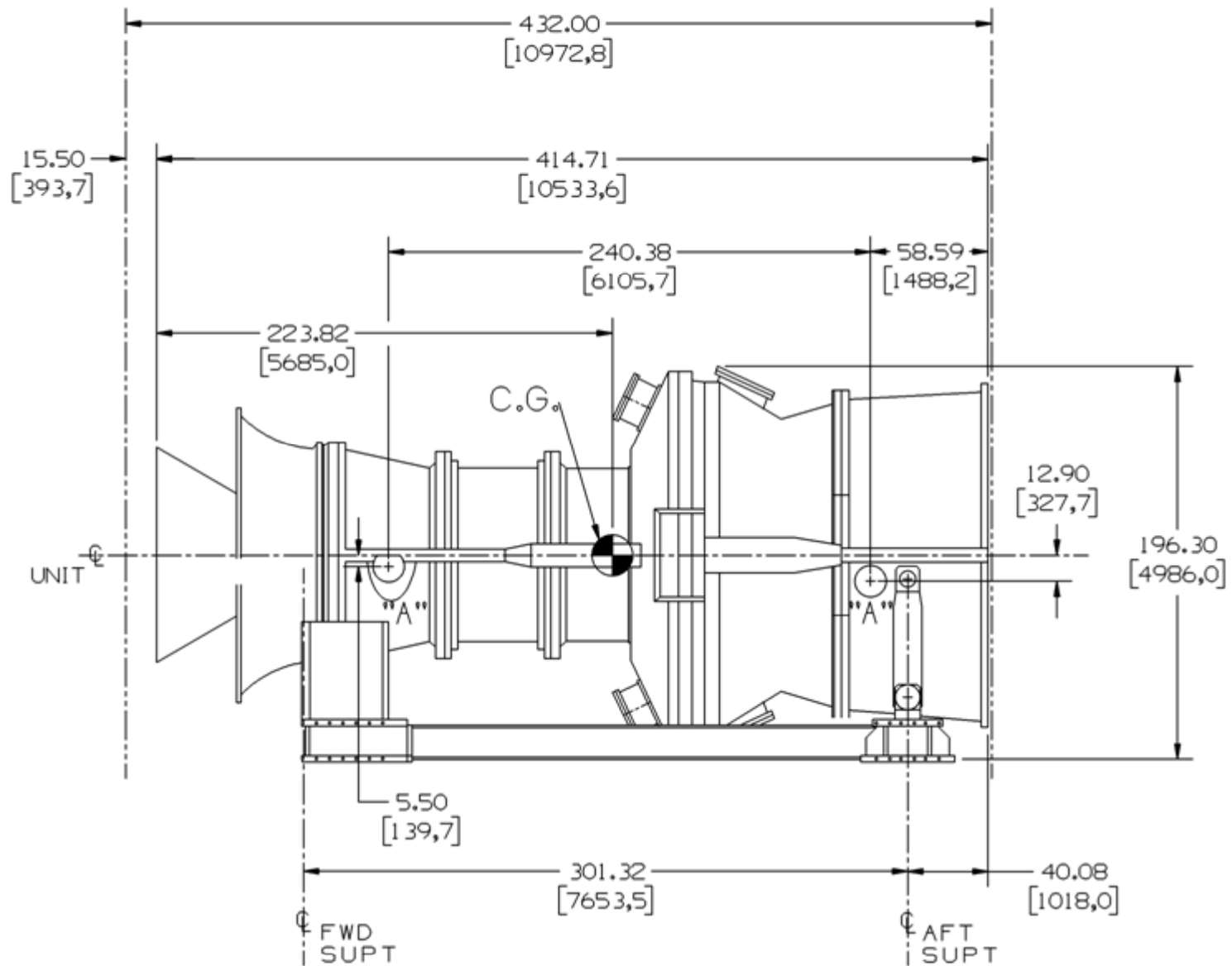


Foot print of the Gas Turbine (i.e . Foundation support)



Gas Turbine will be resting on only the Forward & Rear cross beams

The cross beams can be loaded along its length



Dimensional View of Gas Turbine package indicating CG

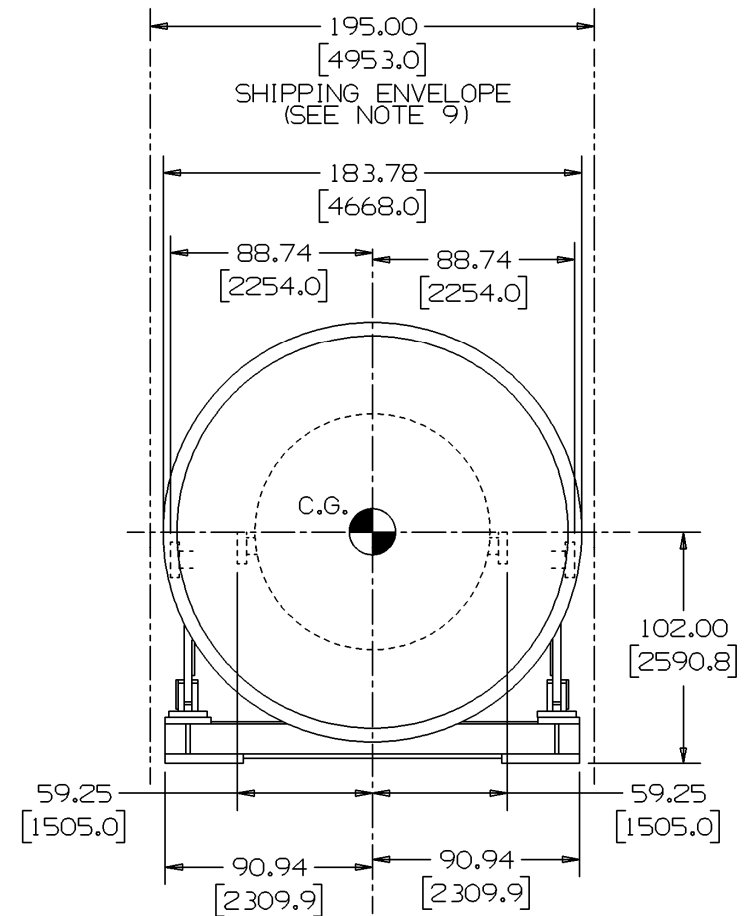
Package Dimensions (approx)

Length : 11.0 mts

Width: 5.0 mts

Height: 5.0 mts

Weight : 280 tons



Note : GT Package will need to be lifted with only the lifting lugs provide on the GT tube

End View