



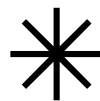
SPECIAL CONDITIONS FOR ALL INDIA ROAD TRANSPORTATION BY TRUCKS



Logistics Department
Bharat Heavy Electricals Limited
BHOPAL



**OUTGOING FROM BHEL-BHOPAL TO
ANYWHERE IN INDIA**



Document No. LGX/RC/E-00455 /SCC



**SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TRANSPORTATION OF
CONSIGNMENTS BY TRUCKS (OUTGOING FROM BHEL-BHOPAL TO ANYWHERE IN
INDIA)**

S-1.0 SCOPE OF WORK AND PQRC

This transportation contract will cover transportation of outgoing consignments of electrical equipment, plant & machinery and any other items (Goods upto 15 MT including ODC Consignments where dimensions of height & width are greater than as categories defined in Clause S-2.0) by trucks such as LCV (Light Commercial Vehicle; old name MINI) , HCV (Heavy Commercial Vehicle ; old name SUPER MINI) , TRUCK (old name NORMAL), MAV (Multi-Axle Vehicle ; old name TAURUS), OBT (Open Body Truck) etc. from BHEL-Bhopal to various destinations located anywhere in India . Heavy trucks under scope of this contract would cover non-articulated type trucks having 3 or more axles.

- The scope includes Transportation of goods from BHEL- Bhopal to other manufacturing units of BHEL / service stations / Vendor Works / subcontractors / Airports / Sea Ports / clearing go-downs / various sites / North –Eastern states / all hilly / mountaineous areas etc. within India by Road .
- Jobs against specific project based contract, or contracts to be awarded on a different class of trucks transportation for development / establishment of new parties are excluded from the scope.

S-1.1 PRE – QUALIFICATION REQUIREMENTS & ELIGIBILITY CRITERIA (PQR & EC)

All tenderers shall ensure to comply with the PQR & EC Check -List as per **ANNEXURE-I** to the full extent.

- a) **IBA** : Valid IBA (Indian Banker's Association) recommendation certificate as on the date of tender opening.
- b) **VEHICLE** : Ownership of a fleet of **minimum twenty (20) trucks registered exclusively in the transporter's name** duly substantiated by supporting documents for registration and other particulars . In case of Rate Contract , it will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work suiting the weight and dimensions ensuring the load bearing capacity as per Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH).
- c) **FINANCIAL HEALTH** : At least 1 year profit during last 3 years and overall positive net worth as on 31.03.2022. The statement as per Annexure-I is to be substantiated with copy of Audited Balance Sheet and Profit & Loss Accounts statement for each year.

Average Annual Financial turnover of the firm for last 3 Financial years upto 31st March 2022 should be at least Rs. 67.38 Lakhs/-.

Following Documentary proof must be submitted as proof of Average Annual Turnover.

1) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No. , FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.



2) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner) , date and place of signing.

- d) **BRANCHES** : A minimum of **50 (Fifty) operative branches / authorised franchise offices** for delivery / collection of consignments, covering **atleast 10 (ten) states in India**. The branch / authorised franchise details shall be a printed booklet giving the address, contact person and phone numbers of these branches / authorised franchise.

S-1.2 EMD: Earnest Money Deposit of Rs. 4,49,169/- (Rupees Four Lakh Forty Nine Thousand One Hundred Sixty Nine Only) shall be furnished.

Refer Clause 7.0 of GCC.

ALTERNATIVELY

In case of, the bidder is already having One Time EMD arrangement with BHEL / Bhopal by depositing an amount of Rs.5(Five)Lakh on long term basis, copy of evidence to be submitted.

MSE bidders & Startups are exempted from submission of EMD subjected to submission of proper credentials.

MSEs to submit valid UAM/ Udyam registration etc. MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

S-1.3 Relaxation in PQR conditions for Startups.

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

CONDITIONS FOR START-UP COMPANIES.

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2.The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3.Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines. Clause no. S-1.1 (c) Financial health & S-1.1 (a) IBA may be relaxed for startups.

4.However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5.Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.



S-1.4 Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

S-2.0 VEHICLES CATEGORIZATION :

Standard (Non-ODC) consignments having dimensions (maximum) and / or weight (maximum) shall be categorized as follows :

Particulars of category	<u>LCV</u> (Mini Truck)	<u>HCV</u> (Super Mini Truck)	<u>TRUCK/</u> <u>OPEN BODY</u> (Normal Truck/OB)	<u>MAV</u> (Taurus)
Length, mm	4200	5700	5700	6700
Width, mm	1800	2100	2400	2150
Height, mm	1800	2200	2400	2400
Minimum chargeable weight (KG)	3500	7000	9000	15000

- 2.1 For classifying a truck as Open-body, dismantling of both sides of the truck body will be essential, justifying the width of the consignment.
- 2.2 Width is the main criteria for open-body truck irrespective of the weight of consignment to be despatched and the same will be considered as full truck load (FTL).
- 2.3 In no case freight charges for lower category vehicle will be more than FTL freight charges for the next higher category of vehicle. Prior permission of BHEL will be required (with recorded reason) in case a higher category vehicle is to be engaged.
- 2.4 The "Smalls / Part-load" will be treated upto 1000 Kg (if not qualifying for Full Truck Load volumetrically) with maximum dimension upto 1.5m*1.5m*1.2m (L*W*H).
- 2.5 If due to exceptional circumstances, the actual weight carried by a vehicle is more than the normal weight permitted for that type of vehicle, pro-rata payment of freight shall be made depending upon the actual weight or size of the consignment.
- 2.6 Models like Tata 1109 or Eischer 1110 or equivalent will also be classified under Normal Category.

S-3.0 Full Truck Load (FTL) Certification for all category

For the purpose of determining full truck load for any category of vehicle of the consignment due to reasons other than weight / volume (eg. urgency etc.) authorization by representative of Logistics or concerned product commercial department / BHEL Sister unit justifying the reason shall be required.

In case, such consignment are not delivered within the normal transit time as mentioned in the clause 14 & 15 of GCC (Part-II) plus 2(two) day's grace period, the freight bills of such dispatches will attract penalty of 2 % for the first week, 3% for the second week and 5% for subsequent weeks-delay subject to maximum of 25% (1 week = 7 days).



S-4.0 SMALLS CONSIGNMENTS

- 4.1 Consignments upto a weight of 1000 Kg.(if not qualifying for FTL volumetrically).
- 4.2 Door delivery charges shall be paid @ Rs.1500/- per LR.
- 4.3 Minimum charges for smalls consignment shall be Rs.1000/-
- 4.4 Transporters should ensure quick delivery upto scheduled destination.

S-5.0 MINIMUM CHARGEABLE DISTANCE shall be 100Km.

S-6.0 OVER DIMENSION CONSIGNMENT (ODC) CHARGES

Consignment having dimensions exceeding the standard length, width or height mentioned at S-2.0 shall be treated as ODC consignment. In respect of such consignments ODC charges on proportional basis over the standard width and height will be payable on pro-rata basis. However, ODC charges shall be permitted in one dimension only, whichever is having higher value.

Maximum width of consignments to be dispatched in OB shall be upto 2500mm.

Maximum height of consignments to be dispatched in Normal/ OB/ Super mini shall be upto 2600mm & in Taurus 2800mm.

S-7.0 HILLY / MOUNTAINEOUS REGION CHARGES

For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh) or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid over & above the applicable freight for the total journey.

S-8.0 DIFFICULT TERRAIN (NORTH-EASTERN, ODISHA & CHHATTISGARH STATE) CHARGES

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector) , an additional 60% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha State and Chhattisgarh State (For districts notified by government as Naxal affected as on Tender opening date) an additional 20% freight over & above the basic freight for the total journey shall be paid .

However, no additional hilly region charges are payable in such cases.

S-9.0 KEPT BLANK

S-10.0 INCENTIVE

If the consignments are delivered in good condition before the normal transit time as mentioned in Cl.No.14.0 & 15.0 of GCC (Part-II) , a lumpsum amount shall be paid @ Rs.1000/- per day saved in transit subject to maximum 10% of freight bill.



S-11.0 SCHEDULE OF RATES:

The tenderer shall quote rates in the “**Schedule of Rates (Annexure-II)**” for the freight for **all categories / slabs**, for transportation to destinations “**upto 500 Km (Group-1)**” and “**above 500 Km (Group-2)**”. Tenderers are required to quote rates for all variants given in the Rate Schedule.

S-11.1 Failure to strictly adhere to above would result in rejection of the bid.

S-11.2 In case of failure to ensure compliance of any or all of the GCC and SCC, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost, besides suspending/reducing/stopping further business.

S-12.0 BUSINESS VOLUME:

12.1 The Estimated Volume of Consignments, expected to be dispatched during the one year (12 months) period of operation of the rate contract , will be tentatively as per the details given in Annexure-II (in terms of Business Quantity) and may vary by +/- 15%.

12.2 The transporters shall lay no claim whatsoever on BHEL if no fixed volume of work is given to them during the currency of the contract.

S-13.0 EVALUATION & BUSINESS DISTRIBUTION:

13.1 The Business Quantity (BQ) is given in schedule of rates (Annexure-II) for Group-1 & Group-2 separately.

13.2 Transporters are required to quote for all categories for both groups , otherwise their tender will not be considered.

13.3 “ Total quoted business value” of all categories shall be calculated by multiplication of rates and BQ of all categories, followed by summation of such value for all categories of both groups, which will be the basis for overall unique position of bidders, low to high L1, L2, L3 onwards. However, the lowest rate in each category (named as Picked-up L1 rates), shall be offered to overall L1 for acceptance in that particular category for arriving on final rates.

13.4 Business award shall be done at equated rates only based on L1 rates.

13.5 Business is proposed to be distributed on maximum 05 (Five) parties for both slab of transportation i.e. distance “upto 500 Km” (Group-1) & “above 500 Km” (Group -2) subject to acceptance of the L1 rates. The business percentage distribution shall be as per Cl. No. 10.0 of GCC (Part-II).

13.6 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidder.

In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives.

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.



- 13.7 In an eventuality , the rate contract being finalized on less than the required number of transporter, the balance volume of business would be distributed on pro-rata basis among eligible transporters. BHEL may reschedule the volume of business and performance security deposit amount accordingly to eligible transporters on pro-rata basis.

S-14.0 ESCORT / TRACKING OF VEHICLE

- 14.1 If BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle upto the destination free of cost.
- 14.2 Transporter shall install / permit installation of vehicle tracking system (VTS) on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.
- 14.3 As and when requested by BHEL, transporter will provide mobile phone in working condition with trucks in order to have communication with the vehicle driver and shall e-mail/phone for the status of urgent and critical items to BHEL on daily basis.

S-15.0 PERFORMANCE REVIEW:

- 15.1 The Performance of transporters shall be reviewed periodically. Allotment of workload and continuance in contract will be related to performance.
- 15.2 In case the performance is not found upto the mark, BHEL reserves the right to terminate the contract without any further reference.

S-16.0 In Case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles from open market, at transporter's risk & cost.

S-17.0 INTEGRITY PACT : As per GCC Clause No.34.0

All bidders must submit duly signed integrity pact in the document attached as **Annexure-C (Ref : AA : SSP : IP : 22-23 : 01 Dated 26.07.2022) as part of Tender Documents .**

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnished below:

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in



b) The IP as enclosed with the tender (Annexure-C) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I) . Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP (Annexure-C) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs . All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing department's officials whose contact details are provided below :

(2)
Name : Shri N C NASKAR
Desgn (Deptt) : AGM (LGX)
Address :Logistics Department
Landline:0755-2503362 /
Mobile : +919425604546
Email: naskar@bhel.in

(1)
Shri Manish Churendra
Sr.Engr.(LGX)
Logistics Department
Landline:0755-2502338 /
Mobile :+919425016993
Email: manish91@bhel.in

S-18.0 These SPECIAL CONDITIONS OF CONTRACT (SCC) shall be read in conjunction with GENERAL CONDITIONS OF CONTRACT (GCC) , to the extent , applicable for truck transportation. In case of any conflict between the general conditions and special conditions, special conditions shall prevail.

Addl.General Manager (Logistics)
Bharat Heavy Electricals Limited, Bhopal.

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ANNEXURE-I

Pre-Qualification Requirements & Eligibility Criteria (PQR & EC)
(CHECK-LIST)

1	Name of the organization/ transporter		
2	Address for correspondence:		
3	Contact Person's Name/ Telephone Nos		
4	GSTIN No.: MSME Status:		
5	Email Address		
6	Website (if any)		
7	IBA Recommendation	Validity (Date): _____	Enclose copy as per Cl.No.S-1.0 (a)
8	Ownership of vehicles Trucks : Min.20 Nos.	Trucks:_____ (Nos)	Enclose copy of documents as per Cl.No.S-1.0 (b)
9	Average annual turnover (Min Rs. 67.38 Lakhs)	2019-20_____ (Rs lakhs) 2020-21 _____ (Rs lakhs) 2021-22 _____ (Rs lakhs) Average _____ (Rs lakhs)	Enclose copy of documents as per Cl.No.S-1.0 (c).



10	Must have Positive net worth as on 31.03.22 Profit in at least one year during last three financial years ending 31-03-2022	YES / NO Profit: 2019-20 _____(Rs lakhs) 2020-21 _____(Rs lakhs) 2021-22 _____(Rs lakhs)	Enclose copy of documents as per Cl.No.S-1.0 (c)
11	Branches : Min.50 nos. of branches / authorized franchise offices covering Min. 10 states in India.	No. of Branches : _____ No. of Franchises : _____ No. of States Covered: _____	Enclose printed booklet as per Cl.No.S-1.0 (d).
12	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per Format-I

(Signature & Seal of Bidder)



FORMAT-I

AFFIDAVIT-CUM-UNDERTAKING

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorised submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we hereby furnish the details/particulars of the bidder and its 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.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).

4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared 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.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that 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, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder 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.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the ___ day
of _____, 20__ at

NOTARY



ANNEXURE-II

SCHEDULE OF RATES
NIT Ref : LGX / RC / E - 00455

RATE CONTRACT FOR TRANSPORTATION BY TRUCKS (OUTGOING)

Sl.No.	Category	Rate Basis	Less than 500 Km (Group-1)			More than 500 Km (Group-2)		
			Business Quantity (BQ) (A)	Rate (Rs. / Km /...) (B)	Business Value (Rs.) (AxB)	Business Quantity (BQ) (C)	Rate (Rs./ Km /...) (D)	Business Value (Rs.) (CxD)
1.	SMALLS (Part-loads)	Per MT	6266			24997		
2.	LCV(Mini)	Per 3.5 MT	6776			262656		
3.	HCV(Super Mini)	Per 7 MT	50688			1267979		
4.	TRUCK (Normal)/ OB (Open Body)	Per 9 MT	3005			32702		
5.	MAV (Multi-Axle Vehicle eg.Taurus)	Per 15 MT	45573			693902		

Please confirm the following with a tick mark in the box below :

- ☐ Proof of Earnest Money Deposit (EMD) in favour of BHEL/Bhopal for Rs.....(Rupees.....)enclosed.
- ☐ **OR** Evidence of one time EMD of Rs.5(five)Lakhs with BHEL/ Bhopal enclosed
- ☐ Offer will remain valid for a period of 120 days.
- ☐ We confirm that we have valid IBA approval as on date and will maintain the same for the duration of the contract.

Date:

(Signature & Seal of the Bidder)