

**SPECIAL CONDITIONS OF CONTRACT
FOR
TRANSPORTATION OF CONSIGNMENTS
BY
MECHANICAL TRAILERS (INCOMING &
ANYWHERE TO ANYWHERE IN INDIA)**



Logistics Department
Bharat Heavy Electricals Limited
BHOPAL

**Mechanical Trailers Incoming & Anywhere to
Anywhere in India.**



Document No. LGX/RC/SCC /E-00454

SPECIAL CONDITIONS OF RATE CONTRACT FOR TRANSPORTATION OF CONSIGNMENTS BY MECHANICAL TRAILORS (INCOMING TO BHEL-BHOPAL & ANYWHERE TO ANYWHERE IN INDIA)**S-1.0 SCOPE OF WORK**

The transportation contract will cover transportation of incoming/ anywhere to anywhere consignments of electrical plant & machinery and any other items in mechanical trailers to various places all over India covering consignments upto a maximum of 41 MT. 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 relevant Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH) / State.

S-1.1 PRE - QUALIFYING REQUIREMENTS & CRITERIA (PQRC) – ANNEXURE-I

All tenderers shall ensure to comply with the PQRC 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 10 (Ten) mechanical trailers registered exclusively in the transporter's name** and duly substantiated by supporting documents for registration and other particulars. Out of this, a **minimum of 1 (one) no. should remain as below 8 (eight) years of age** from original registration date during the entire period of contract.
- c) **FINANCIAL HEALTH** : A minimum of average annual turnover (business from transportation work) of **Rs. 40.41 Lakhs** for the last 3 years ending 2020-22. 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 i.e. 2019-20 , 2020-21 and 2021-22.

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.

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 / authorized franchise offices** for delivery / collection of consignments, covering **atleast 10 (ten) states in India**. The branch / authorized franchise details shall be a Neatly Typed / Printed List / Booklet giving the address, contact person and phone numbers of these branches / authorized franchise.
- e) **EARNEST MONEY DEPOSIT (EMD)** is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of **₹ 2,69,420/=** (Rupees Two Lakhs Sixty-Nine Thousand Four Hundred Twenty only).

ALTERNATIVELY

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

MSE / "Start up" company's bidders are exempted from submission of EMD subjected to submission of proper credentials. Valid UDYAM Registration Certificate (for MSE bidder only).

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.

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 (Clause No. S-1.1 (c) of SCC) and Valid IBA (Clause No. S-1.1 (a) of SCC) may be relaxed for Startups as per the GOI guidelines.

S-2.0 MECHANICAL TRAILERS CATEGORIZATION : To qualify for trailer load, the consignment should meet any of the following categories & conditions :-

CATEGORY	* C-I	C-II	C-III	C-IV
Length (mm)	6701-12200	12201-13500	13501-15000	15001-16000
Width (mm)	2401- 2600	2601-4000	4001 to 5000	5001 to 6000
Height (mm)	2401- 2600	2601 to 3300	3301 to 4300	4301 to 5500
Weight (Kg)	15001-22000	22001-28000	28001-35000	35001-41000
Min. chargeable weight (MT)	20 or above as per actual.	25 or above as per actual	30 or above as per actual	38 or above as per actual

*** 12 WHEELER TRUCK / TRALLA SHALL ALSO BE CONSIDERED AS MECHANICAL TRAILER UNDER C-I CATEGORY.**

S-2.1 Prior permission of BHEL will be required (with recorded reason) in case a higher category vehicle is to be engaged.

S-3.0 ROUTE & DISTANCE: (As per GCC Clause No.12.0).

Minimum Chargeable distance shall be 250 Km. However, for delivery of consignments to destinations within the municipal limits of Bhopal, the chargeable distance shall be 100 Km.

S-4.0 LOADING & UNLOADING CHARGES: (As per GCC Clause No.5.5.7)

BHEL shall be responsible for loading of all Incoming / anywhere to anywhere consignments and unloading of all incoming consignments in its factory premises.

S-4.1 If, BHEL requires the transporter that anywhere to anywhere consignments are to be unloaded, at the project / customer site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's full satisfaction.

S-4.2 For each Loading / Unloading, the charges per vehicle shall be payable as per GCC Clause No.5.5.7.3

S-4.3 Payment of unloading charges on freight billing shall be subject to consignments delivered in undamaged condition by submission of duly certified documents thereto by the consignee or its representative or BHEL representative.

S-4.4 Loading/ unloading charges at these rates shall also be applicable in case of situations necessitating intermediate loading/ unloading of consignments due to force majeure conditions/ site conditions/ Govt. restrictions/ customer or commercial requirements. All such cases with recorded reasons shall have the approval of BHEL.

S-4.5 MULTIPLE POINT COLLECTION AND PARKING CHARGES (Applicable only for Incoming & Anywhere to Anywhere Consignments)

Multiple point collection / loading at Mumbai Sea Ports / Air Ports / Bhiwandi / JNPT / CHA Godown etc shall be done on specific instructions / authorization by CRX division of BHEL / Bhopal @ Rs.5000/- per extra loading.

During waiting period for collection of consignments at Sea Ports / Air Ports etc the Parking charges, if any, shall be reimbursed on production of original parking receipt having the vehicle no. mentioned in it.

S-5.0 DETENTION CHARGES : As per GCC Clause No.5.5.5

Detention charges will be paid as per GCC clause 5.5.5.5.

Detention charges shall be paid on certification of BHEL and endorsement of Customer/Site Officials/ ROD or confirmation by Contract/Commercial Engineers (in case of detention at customers' sites). For claiming detention at site the transporter should submit any one of the following supporting document:-

- (a) Acknowledgement from Customer/ Site In charge regarding date of reporting including vehicle No.
- (b) E-Mail/ letter from transporter regarding date and time of reporting with vehicle No. The same will be accepted only on confirmation from customer/ commercial.

Due to any problem at Mumbai Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Port and non-recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at port will be accepted as date of arrival at destination. The verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as above till date of release of vehicle as per acknowledgement by ROD.

No detention charges, whatsoever, shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.

S-6.0 VOLUMETRIC CONVERSION FOR BULK / VOLUMINOUS CONSIGNMENTS:
As per GCC Clause No.23.0

Since all the probable consignments are covered within categories C-I to C-IV with dimensional capping thereto, additional ODC charges and volumetric equation for chargeable weight shall not be considered.

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 CHARGES FOR J&K , NORTH-EASTERN , ODISHA AND CHHATTISGARH STATES**

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector) and movements within Jammu & Kashmir (applicable only for Anywhere to Anywhere Consignments), an additional 60% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha & Chhattisgarh State (For districts notified as naxal affected area As per Government notification 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 CHARGES FOR SPECIAL CONSIGNMENTS :**

A single consignment having weight between 32 MT and 41 MT shall qualify as Special Consignment and an additional freight of 20% over & above the basic freight for the total journey shall be paid in such cases.

S-11.0 INCENTIVE :

If the consignments are delivered in good condition before the normal transit time as mentioned in Cl. No. S-16.2 , a lumpsum amount shall be paid @ Rs.1000/- per day saved in transit subject to maximum 10% of freight bill.

S-12.0 SCHEDULE OF RATES:

The bidder shall quote rates in the **Schedule of Rates “Annexure-A” for Incoming and Anywhere to Anywhere Consignments**. The bidders are required to quote only **SINGLE RATE** for the freight for **THE CATEGORY OF C-I TRAILERS ABOVE 500 KM ONLY AS “R1”**. All other rates shall be derived from it by BHEL, as per the multiplying factors mentioned in the respective rate schedules Annexure-A. **“R1” MUST BE QUOTED IN 3 (THREE) DECIMAL DIGITS eg. Rs.2.123 .**

S-13.0 BUSINESS VOLUME:

S-13.1 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-A (in terms of BQ) and may vary by +/- 15%.

S-13.2 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-14.0 EVALUATION & BUSINESS DISTRIBUTION:

The Business Quantity (BQ) is given as the business constant in Schedule of Rates Annexure A. "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, which will be basis for overall unique position of bidders, low to high L1, L2, L3, onwards.

S-14.1 Business award shall be done at equated rates only based on Overall L1 rates.

S-14.2 The work is to be distributed to a maximum of 08 parties for incoming / anywhere to anywhere, subject to acceptance of the L-1 rates. The business percentage distribution shall be as per **Cl. No. 10.0 of GCC (Part-II)**.

S-14.3 However the percentage business distribution can be reviewed and revised by LGX from time to time based on the performance and capability of transporters to place vehicles. Non - performing transporters may be debarred from subsequent tenders.

S-14.4 In an eventuality of the rate contract being finalized on less than the required Number of transporters; BHEL may reschedule the volume of business & Performance Security Deposit amount accordingly to eligible transporters on pro-rata basis.

S-14.5 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.

S-15.0 PRICE VARIATION CLAUSE ON DIESEL (As per GCC Clause No.6)**S-16.0 TRANSIT TIME : As per GCC Clause No.14.0 & 15.0**

S-16.1 The transporter shall ensure to place the vehicle of proper pulling capacity to carry the consignments to destination safely and timely within the transit time specified below.

S-16.2 Transit time in Days = Distance/ Basic Averaged Running per day. Basic Averaged Running per day will be as per GCC Clause 14.5.

S-17.0 INTEGRITY PACT :

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.

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 is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). 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.

- (b) Please refer Section-8 of IP 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 IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the /EM (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 (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

- (1) Name: Shri Kunal Singh
Deptt: Logistics Department
Address: Annexe 6, BHEL Bhopal
Phone: 0755 250 2561
Email: kunal.singh@bhel.in
- (2) Name: Shri N C Naskar
Deptt: Add. GM- Logistics Department
Address: Annexe 6, BHEL Bhopal
Phone: 0755 250 2561
Email: naskar@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 transportation by mechanical trailer and are not modified herein by this special conditions of contract. In case of ambiguity between the two, the provisions in this document i.e. „Special Conditions of Contract “ shall be overruling.

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.

- Addl. GM (Logistics)

**Annexure-I**

Pre-Qualifying Requirements & Criteria (PQRC)
(CHECK-LIST)

1	Name of the organization/ transporter		
2	Address for correspondence:		
3	Contact Person's Name/ Telephone Nos		
4	GSTIN No.: SAC Code: GST Rate: Applicable GST:		
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 Trailers : Min.10 Nos.	Trailers: _____(Nos)	Enclose copy of documents as per Cl.No.S-1.0 (b)
9	Average annual turnover (Min Rs. 40.41 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 31.03.2022 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 frenchise offices covering Min. 10 states in India.	No. of Branches : _____ No. of Frenchises : _____ No. of States Covered: _____	Enclose neatly typed / printed list / 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-A

SCHEDULE OF RATES
NIT Ref : LGX / RC / E-00454

(Mechanical Trailers – Incoming & Anywhere to Anywhere) RC for 12 Months

	Rate in Rs / Km / MT															
	< 500Km		>500Km													
Category	Business Quantity	Rate (Rs/Km/MT)	Business Quantity	Rate (Rs/Km/MT)												
C-I	218279	1.00 * R1	5246671	Bidder to quote this rate only = R1 (in 3 decimal digits)												
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In words.....																
C-II	90064	1.05 * R1	3893514	1.03 * R1												
C-III	56602	1.17 * R1	1926239	1.11 * R1												
C-IV	36193	1.22 * R1	3864299	1.17 * R1												

1. Validity of quoted rate : 120 days on fixed , firm and (contract shall be tentatively for one year). Price variation clause (PVC) for diesel as per GCC clause No. 6
2. Rates to be quoted without GST.
3. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlining, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else bid shall be liable for rejection.
4. 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.
5. All other Terms and Conditions shall be as per NIT Ref : LGX / RC/E-00454.

(Signature & Seal of Bidder)