

1429095/2023/HEP-LGX88100



Logistics Department, Bharat Heavy Electricals Limited, Bhopal
Special Conditions of Contract for transportation by Hydraulic Trailer

Document No. LGX/PTP/SCC/E-00466

SPECIAL CONDITIONS OF CONTRACT
POINT TO POINT TRANSPORTATION CONTRACT FOR
TRANSPORTATION OF TRANSFORMER (Two number
Transformer Tank BHEL Bhopal (MP) to NHPC PARBATI –II (HP).



Logistics Department Bharat
Heavy Electricals Limited
BHOPAL

Document No. LGX / PTP / SCC / E-00466



E-1.0 PRE- QUALIFICATION REQUIREMENTS (PQR) & ELIGIBILITY CRITERIA (EC)

The bidder to furnish details as per attached **FORMAT- I** on their Letter Head.

The bidder shall comply with the following requirements and submit all relevant documents to be eligible for this rate contract. Completed **Check List for Technical Compliance (Annexure-A)** to be submitted as **Part - I**, in the two part bid system. The rates are to be submitted as **Part -II** of the bid in the **Price Bid (Annexure-B)**. Rates of only those bidders will be opened who meet all the technical requirements as per Annexure- A.

E-1.1 Bidder Details : FORMAT - I to be filled up and completed in all respect .

E-1.2 IBA Recommendation: The bidder to submit copy of IBA (Indian Banker's Association) recommendation, valid on the date of tender opening.

E-1.3 Experience:

Bidders to submit evidence of having carried out transportation by Road of at least 01 **Job** above 80 **MT for minimum 500 Km in last seven years** till the submission of tender to HILLY REGION of India / from INDIA to Bhutan/ Nepal/ Bangladesh/ by road.

Hilly region means destinations beyond Pathankot for Jammu & Kashmir, Rishikesh/ Kashipur/ Mohand in Uttarakhand and Parwanoo/ Kiratpur in Himachal Pradesh, destinations beyond Siliguri in North Eastern Sector.

No Consortium bidding/ JV is allowed.

Details to be submitted in the following format:

LR No	Customer	Weight of Consignment	Delivered on (date)

(Note: Copy of Acknowledged LR/ GRs clearly indicating weight & material receipt by the consignee. In absence of Weight on LR/ GR, other supporting documents are to be submitted i.e. Work order/ PO copy/ loading advice/ weight certificate issued by BHEL etc. linked with LR OR Completion certificate from customer, to be submitted as evidence).

E-1.4 Declaration in the form of affidavit : All bidders MUST confirm , by way of a notarized affidavit cum undertaking, executed on a non-judicial stamp paper of Rs.100/- as per FORMAT – II.

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 **₹ 73,800/=** (Seventy Three Thousand Eight Hundred only).

ALTERNATIVELY

In case of, the bidder is already having One Time EMD arrangement with BHEL / Bhopal by depositing an amount of of Rs.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

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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.

i) MSE Vendors are exempted from payment of EMD and tender fee.

ii) Purchase Preference – 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.

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 valid IBA recommendations (Clause No. E-1.2 of SCC) may be relaxed for Startups as per the GOI guidelines.

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Bidder Details (To be printed on letterhead)

FORMAT – I

NIT Ref.: LGX / PTP / E-00466

Name of the Bidder:

Address :

Web Site (if any) :

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder (Self - attested copies of relevant documents to be attached)	
Type of Company (Limited / Pvt.Ltd. / Partnership / Proprietorship etc) :	
Name of the Directors / Partners / Proprietor :	
DIN No. of Directors :	
PAN Card Number :	
GSTIN No.:	
SAC Code:	
Applicable GST Rate (0% / 5% / 12%) :	
Applicable GST (CGST / SGST / IGST) :	
PF Registration Number :	
IF RELATED TO ANY BHEL EMPLOYEE. NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	



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

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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



SPECIAL CONDITIONS OF "POINT TO POINT" CONTRACT

S-1.0 SCOPE AND TENURE OF "POINT TO POINT" CONTRACT

The scope of this 'Point to Point' contract shall cover transportation and safe delivery of Two Numbers Transformer (82 MVA/ 82.3 MT (Approx.)) through suitable Multi-Axle Hydraulic Trailer Combination (as per requirement) from BHEL Bhopal to NHPC PARBATI-II (ANNEXURE- B).

Consignee Address: BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL-462022, INDIA.

Consignor / Site Address: SR. MANAGER (MECH.), NHPC PARBATI -II, PARBATI HE PROJECT, STAGE-II SAINJ, DELIVERY- POWER HOUSE SIUND, P.O. GARSA, DISTT. KULLU (HP) -175134

S-1.1 Rubber Mats shall be placed on the Hydraulic Trailers prior to loading the transformer onto the trailers which is also in bidders scope.

S-1.2 Proper and appropriate lashing & securing arrangement is also in transporters scope for safe and secured transportation. Lashing drawings, if demanded by BHEL, has to be submitted by the transporter.

S-1.3 Validity Period of this contract shall be **06 MONTHS** from the date of award.

S-1.4 TENTATIVE DESPATCH SCHEDULE: April'2023 TO May'2023

S-0 ROUTE SURVEY AND FEASIBILITY STUDY : Refer GCC Cl. No. 11.0

S-2.1 Proper Route Survey is to be done and Feasibility Report is to be submitted before commencement of transportation for the safest feasible proposed route by the transporter. No additional charge is payable on this account. However, the transporter is whole and sole responsible for the route proposed by them for safe and timely delivery.

S-2.2 MANDATORY CLEARANCES / PERMISSIONS:

MoRTH (Ministry of Road Transport and Highways) permission as per Ministry's Circular nos : RW-NH-35072/1/2010-S&R(B) dated 24th Jan 2013 and dated 20th May 2014 for each consignment **MUST** be submitted to BHEL- Bhopal before commencement of transportation.

TYPE OF COMBINATION & CATEGORY OF VEHICLE: Bidder to quote for the most appropriate Type of Combinations of Multi-Axle Hydraulic Trailers (suitable for carrying out transportation of job to site) based on above MoRTH Permission.

S-3.0 LOADING AND UNLOADING CHARGES: Refer GCC Cl. No. 5.5.7

S-3.1 BHEL shall be responsible for loading of consignments at BHEL Bhopal.

S-3.2 However, if BHEL requires the transporter, that heavy lift consignments are dragged and placed on plinth at the project / customer site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's full satisfaction. The charges to that effect shall be paid at the following rates:

If BHEL requires Loading / Unloading Other than at Site, it will be payable as per following Rates.



<i>Nature of work</i>	<i>Rate in Rs.</i>		<i>Unit</i>
<i>Unloading/loading</i> per MT	750/-	Seven hundred fifty	per MT
<i>Dragging to plinth</i>	2500/-	Two thousand five hundred	per Meter.
<i>Placing on plinth</i>	65,000/-	Sixty-five thousands	Each

S-3.3 Payment of freight subject to consignments delivered, dragged and placed on plinth in undamaged condition on submission of duly certified documents thereto.

S-3.4 In case the customer or BHEL representative at site certifies that sleepers have been used by the transporter for placing the consignment at site then an additional sum of Rs 20,000/- shall be payable to the transporter.

S-3.5 In this point to point lumpsum contract, since the route to be followed is as proposed by the transporters themselves after complete route survey and throughout feasibility study from BHEL Bhopal to NHPC Parbati-II site, en-route loading / unloading due to transshipment requirements, if any shall not be payable by BHEL. However, if due to any reasons attributable to BHEL, en-route unloading / loading is done then it is payable as per contract.

S-4.0 DELIVERY TIME / TRANSIT TIME:

S-4.1 The timely delivery of consignment is the essence of the contract. The transit time shall be maximum of **30 DAYS** for each transformer from the date of Loading from BHEL Bhopal, beyond which LD shall be applicable. However, additional time for railway permission, if any, shall be applicable based on actual proof / documentations.

S-5.0 DETENTION CHARGES: Refer GCC Cl. No.5.5.5

*Free Time			Detention per Day (InRs)
Loading Point	En- route	Unloading Point	
7	7	10	24000/-

Note: * Free Time in days including the day of Placement / Arrival at Halt station but excluding the day of Exit / Resumption of movement from Halt station.

En-Route detention charge is payable beyond free time of 7 days, only if vehicle is to be detained due to reasons attributable to BHEL. Any activity towards getting clearances / permissions from various authorities / agencies will have to be done in advance by the transporter so that the vehicles carrying the consignments are not detained anywhere. The detention is not payable due to reasons attributable to the transporters on any account.



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.

S-5.1 The period of detention shall be certified by the consignee / Customer / Site In- charge / Product Commercial /concerned RODs / AGM (Logistics).

S-6.0 VEHICLE MONITORING SYSTEM:

S-6.1 The transporter shall ensure that a GPS based Vehicle Monitoring System shall be installed on the prime movers which shall be accessible to BHEL for monitoring the movement of the vehicle. On completion of transportation, copy of GPS report to be submitted.

S-6.2 Transporters shall ensure that the consignments are tracked continuously and a daily position of the consignment is provided to Logistics Dept. either through email / SMS or phone.

S-7.0 PRICE BID & EVALUATION OF BIDS

S-7.1 Transporters are required to quote "ALL INCLUSIVE" price as per PRICE BID (ANNEX. -B) .

'All Inclusive' price shall include all charges to be incurred for safe and timely delivery of the consignment to the consignee. The following cost / charges shall be included in the quoted lumpsum freight charge:

- 1) Route Survey and Feasibility Study Charges before commencement.
- 2) Charges for Civil works & Electrical works required en-route, if any.
- 3) All essential charges for Clearances / Permits towards MoRTH / NHAI / MPRDC / PWD / CPWD; RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons for transportation of consignments safely.
- 4) Statutory Charges
- 5) Toll Charges, if any
- 6) Mobilization Charges etc.

Railway level crossing charges including power block/height guage charges etc. shall be reimbursed on actuals on submission of original receipts as applicable. (i.e. Quoted rates must exclude Railway level crossing charges).

S-7.2 The quoted, all-inclusive lumpsum freight for transportation of consignment shall be firm throughout the currency of the contract based on which rate per consignment (transformer) shall be paid on safe delivery with proper billing. However, there will be no PVC applicability on any account whatsoever.

S-7.3 The validity of your offer shall be 90 days from the due date of tender submission.

S-7.4 The transportation contract of two no. of consignment (transformer) will be awarded to 1 (ONE) party at the rate of the lowest quotation (L-1).



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.

L1 shall be decided through conventional mode of opening of price bid.

Currency of contract shall be Indian Rupees (INR).

S-8.0 SECURITY DEPOSIT (SD)

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. (For details Refer **Clause No.8.0 of Part-II of GCC**)

S-9.0 These '*Special Conditions of Contract (SCC)*' shall be read in conjunction with General Conditions of Contract Document No. LGX / GCC / 2023-24, to the extent the same are applicable for transportation by hydraulic trailer on "POINT TO POINT CONTRACT" basis and are not modified herein by these special conditions. In case of any ambiguity between the two, the provisions in this document LGX / PTP / SCC / E-00466 shall supersede and over-rule the GCC.

Bidders declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness in the bidding process. In case, the bidders is found having indulged in above activities suitable actions shall be taken by BHEL as per extant policies/ guidelines.

-- Additional General Manager (Logistics)

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PQR & EC (Checklist)**ANNEXURE-A**

1	Name of the Bidder		
2	IBA recommendation	Validity (Date): _____	Enclose copy as per Cl.No.E-1.2
6	Experience: Min 01 Job above 80 MT for min.500 Km in last 7 years.	No. of Jobs _____	Enclose Data and evidence as per Cl. No.E-1.3
8	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per Cl.No.E-1.4
9	Confirmation on General Conditions of Contract and Special Conditions of Contract of this Tender	No deviation allowed. Bidder taking any deviation is likely to be disqualified. (However, in case of deviation , it is to be mentioned explicitly and clearly on a separate sheet)	Confirmation by signing and putting company seal on each & every page of GCC and SCC.

Signature & Seal of Bidder

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ANNEXURE-B

PRICE BID
NIT Ref : LGX / PTP / E-00466

SI No.	Equipment	Length (mm)	Width (mm)	Height (mm)	Weight approx. (MT)	Quantity (A) in numbers	All Inclusive* Rate (Rs. per Transformer) (B)	Total Value (Rs.) (A) X (B) (excluding GST)
1	82 MVA Transformer	4220	3480	3900	82.3	2	(In Figures)	(In figures)
							(In words)	(In words)
<u>Dimensions and weight of the consignment is subject to +/-10% variation</u>								
<u>ROUTE : Proposed safest feasible route for transportation and safe delivery of above consignment from BHEL Bhopal to NHPC PARBATI –II, P.O. GARSA, DISTT. KULLU (HP) -175134 based on above MoRTH Permission and Category of Vehicle :</u>								
From .BHEL Bhopal.....to NHPC PARBATI –II, site.								
Total Distance (Km) :								

Tentative dispatch schedule: Between April'2023 to May'2023.

1. Validity of quoted rate: 90 days on fixed, firm and on “No Price Variation Clause (PVC)” basis (contract shall be tentatively for 06 months).
2. 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.
3. All other Terms and Conditions shall be as per NIT Ref: LGX / PTP/E-00466.

(Sign & Seal of Bidder)