



Logistics Department, Bharat Heavy Electricals Limited, Bhopal

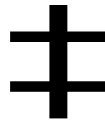
Special Conditions of Contract for transportation

Document No. LGX/PTP/SCC/E-00429

**SPECIAL CONDITIONS OF CONTRACT  
TO & FRO POINT TO POINT TRANSPORTATION  
CONTRACT FOR  
TRANSPORTATION OF MOTORS BETWEEN MAITREE,  
PROJECT BANGLADESH TO BHEL BHOPAL**



**Logistics Department Bharat  
Heavy Electricals Limited  
BHOPAL**



**Document No. LGX / PTP / SCC / E-00429**



### S-1.0 PRE-QUALIFICATION REQUIREMENTS (PQR)

Bidders 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-III)**. Rates of only those bidders will be opened meeting all the technical requirements as per Annexure- A.

**S-1.1 IBA recommendation:** Transporter to submit copy of IBA (Indian Banker's Association) recommendation valid on the date of tender opening.

**S-1.2 Kept Blank.**

**S-1.3 Kept Blank.**

**S-1.4 Experience:** Transporters to submit evidence of having carried out road transportation as follows:

Bidders should have executed transportation of at least 01 job in last 07 years in NEPAL/ BHUTAN/ BANGLADESH by road.

**No Consortium bidding/ JV is allowed.**

Details evidence is to be submitted in the following format:

LR No	Customer	Weight of Consignment	Delivered on (date)
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(Copy of Work Orders and Acknowledged LR's clearly indicating weight & material receipt by the consignee OR Completion certificate from customer, to be submitted as evidence).

**BHEL Shall reserve the right to independently verify evidence of having carried out road transportation as per PQR.**

**S-1.5 Kept Blank**

**S-1.6 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 attached **FORMAT**



**FORMAT – I**

**Tender Ref.: LGX / PTP / E-00429**

**Bidder Details (To be printed on letterhead)**

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 :

<b>Details of the Bidder</b>	
Type of Company (Ltd./Pvt. Ltd./Partnership/Proprietorship):	
PAN Card Number:	
GST Number:	
PF Registration Number:	
IBA Code: IBA recommendation validity up to:	
IF RELATED TO ANY BHEL EMPLOYEE. NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	



**FORMAT-II**

**AFFIDAVIT-CUM-UNDERTAKING**

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper of 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](http://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) the 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



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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, solemnly affirmed and signed Before me on this the \_\_\_\_ day of \_\_\_\_\_ ---- of 20\_----- \_ at -----.

DEPONENT NOTARY



NIT Ref : LGX / PTP/ E-00429

**ANNEXURE- A**

**Checklist for Technical Compliance**

1	Name of the organization/ transporter		
2	IBA recommendation	Validity (Date): _____	Enclose Copy as per S-1.1
3	Experience: Road Transportation carried out from India to Bhutan/ Nepal/ Bangladesh at least 01 jobs in last seven years (Till submission of tender).	.....Nos.	S-1.4
7	Declaration	Affidavit on non-judicial stamp paper format- II. Format- IV on firm's Letterhead.	Enclose affidavit as per S-1.6
8	No deviation from tender requirements (SCC and GCC)	To be signed & sealed on each page as a token of your acceptance.	Confirmation



## **SPECIAL CONDITIONS OF "POINT TO POINT" CONTRACT**

### **S-2.0 SCOPE AND TENURE OF "POINT TO POINT" CONTRACT**

**S-3.1** The scope of work shall include Road transportation of motors in wooden boxes from Maitree project site, Bangladesh to BHEL Bhopal, India and after rectification at BHEL Bhopal to be transported back to Maitree Site, Bangladesh. The transporter will be responsible for selection of appropriate route/ vehicle and safe transportation in India as well as in Bangladesh and safe transportation & delivery of goods.

#### **Site Address:**

**Consignee / Project Address: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH.**

**Consignor address: BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL, INDIA.**

**S-3.2** The transportation charges should be inclusive of detailed feasibility study & route survey charges. Transporter will have to follow all local Transportation and other rules/ acts in India and in Bangladesh in transporting the cargo without any liability to BHEL and indemnify BHEL towards any mishap/ claims while undertaking the work.

**S-3.3** Transporter will have to collect the export documents like invoice & packing list etc. from BHEL and file the same with **Bangladesh customs**. Transporter will also be responsible for taking permissions and necessary co-ordination at **Bhopal/ Bangladesh** for examination/ endorsement from Local authorities and sealing for export if required. Export clearance will be done by BHEL.

**S-3.4** Transporter will be responsible for arranging appropriate vehicles trucks/ mechanical trailers to carry the expected cargo to be loaded at Bhopal/ Bangladesh. The vehicle to be used for overseas land transportation, will be as per permission and laws in Bangladesh. Transporter will also ensure proper securing/ lashing of cargo on trucks/ trailers and safe transportation till the site. The loading of the cargo on vehicles will be done by BHEL at Bhopal and customer at Bangladesh.

**S-3.5** Transporter will be responsible for all necessary permission for driver/ person to be visiting Bangladesh & project site and road transportation permit by Road Safety and Transport Authority for the transportation of project cargo to the site.

**S3.6** Transporters to have their requisite facility at India/ Bangladesh border for temporary storage of cargo along with suitable facilities to unload and load the cargo. The storage is envisaged with a view to following situations:

- Time required for custom clearance.
- Transshipment from Indian vehicle to Bangladesh vehicle (if needed)
- Road conditions from time to time.

**S-3.7** Transporter shall be responsible for registration of the contract with the Bangladesh Authorities for all types of taxes to be paid by the transporter for the work done by them/ agents in Bangladesh.

**S-3.8 Custom** clearance at Indo- Bangladesh Border to be carried out by transporter through reputed CHA, who has experience in handling engineering goods, aware of custom procedures and familiar with clearance under project Imports/ Exports for custom clearance of export items. Complete customs activity at the Bangladesh border/ entry point will have to be done in advance by the transporter so that the truck/ trailers carrying cargo are not detained anywhere. The detention of truck/ trailers is not payable at this point.



**The Following documents shall have to be arranged by the transporter:**

- a. Copy of shipping bill/ Bill of export (bearing Tax Invoice No./ Delivery challan No. and Tax invoice value/ delivery challan value.)
- b. Receipt of material from MAITREE Customer at Bangladesh site.
- c. Receipted Lorry Receipt (LR).

**S-3.9** Transporter shall be responsible for getting endorsements on the relevant documents from relevant authorities, including BHEL/ Contractor's Site representatives, upon delivery of the cargo and is to be obtained.

Loading/ Unloading will be done by BHEL/ Site representative.

**S-3.10** The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.

**S-4.1** The timely delivery of consignment is the essence of the contract.

- a) The transit time shall be **20 DAYS** from the date of Loading of material from Maitree Site, Bangladesh and dispatch upto BHEL Bhopal, India.
- b) The transit time shall be **20 DAYS** from the date of Loading of material from BHEL Bhopal, India and dispatch upto Maitree Site, Bangladesh.

Beyond which LD shall be applicable. However, additional transit time for railway permission, delay in custom clearance for reasons not attributable to transporter if any, shall be applicable based on actual proof / documentations.

**S-4.2 Penalty for Non-Placement of Vehicles**  
**As per GCC Cl. No. 17.2**

**S-4.1 Detention Charges**  
**As per GCC Cl. No. 5.5.5**

**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 consignment safely.
- 4) Statutory Charges
- 5) Toll Charges, if any
- 6) Mobilization Charges etc.

Railway level crossing charges including power block/height gauge 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 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 three motors consignment will be awarded to (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.

**Payment Terms:** 50% of Freight charges (i.e. contract value) shall normally be paid to the contractor on completion of milestone mentioned at S-4.1 (a) and balance 50% of contract value shall be paid after completion of milestone mentioned at S-4.1 (b), by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill (complete in all respect which can be processed without any objection related with Logistics or / and Finance), in triplicate along with necessary documentation as per Special Conditions of Contract (SCC).

Payment will be made in Indian Rupees which is the currency of the Contract.

**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 / SEP2020, to the extent the same are applicable for transportation by 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-00429 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.

Participating bidders to furnish the details of related firms and their area of activities as per enclosed format. (annexure –C).

-- **Additional General Manager**  
**(Logistics)**



**ANNEXURE-B**

**PRICE BID**

**NIT Ref : LGX / PTP / E-00429**

Sl No.	Equipment	Dimensions & Weight of each motor					Total Weight of Three (03) motor (MT) (Approx.)	*All Inclusive lump sum price (in Rs.)
		Length (mm)	Width (mm)	Height (mm)	Weight approx. (MT)	Quantity (A)		
1	Motor	2700	2750	1750	6	3	18 MT	(In figures) ..... (In words) ..... .....
<b><u>Dimensions and weight of the consignment is subject to +/- 5% variation.</u></b>								
<b><u>ROUTE : Proposed safest feasible route for transportation and safe delivery of above consignment from Maitree Site, Bangladesh to BHEL Bhopal, India.</u></b>								
From .Maitree Site, Bangladesh ..... ..... .....to BHEL Bhopal, India.								
<b>Total Distance (Km) : .....</b>								

**Tentative dispatch schedule: Between NOV'2020 to DEC'2020.**

1. Validity of quoted rate: 90 days on fixed, firm and on "no 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-00429.

(Sign & Seal of Bidder)