



**SPECIAL CONTRACT CONDITIONS
FOR
POINT TO POINT TRANSPORTATION
CONTRACT FOR TRANSPORTATION OF
OIL DRUMS
TO
PHPA – I, BHUTAN**



**Logistics Department
Bharat Heavy Electricals Limited
Bhopal**

DOCUMENT NO. : LGX /PTP / E-00406 / SCC



NIT Ref. : LGX/PTP /E-00406

S-1.0 SCOPE OF WORK

This transportation contract will cover transportation of oil drums in wooden boxes from BHEL Bhopal to PUNATHSANCHHU HYDRO ELECTRIC PROJECT AUTHORITY, BHUTAN (PHPA-I) in Mechanical Trailers/ Trucks as appropriate.

S-1.1 The contract will be valid for 06 months from the date of LOI/ Award of Work.

S-2.0 PRE-QUALIFICATION REQUIREMENTS

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.

S-2.1 IBA recommendation: Transporter to submit copy of IBA (Indian Banker's Association) recommendation valid on the date of tender opening.

S-2.2 Experience:

Bidders should have executed transportation of project equipment's/ machinery (Min 10 MT)from INDIA to BHUTAN by Road in Mechanical trailers or Trucks.-Atleast 03 jobs in last Ten years till the date of tender submission. (evidence of same to be submitted).

No Consortium bidding/JV is allowed.

Details 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 LRs clearly indicating weight & material receipt by the consignee OR Completion certificate from customer, to be submitted as evidence).

S-2.3 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 - II**

**FORMAT – I****Tender Ref.: LGX / PTP/ E-00406****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 :

Details of the Bidder	
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) 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



Logistics Department, Bharat Heavy Electricals Limited, Bhopal

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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



S-3.0 DETAILED SCOPE OF WORK

S-3.1 The scope of work shall include Road transportation of Oil Drums in wooden boxes from BHEL Bhopal to PHPA I site in Bhutan. The transporter will be responsible for selection of appropriate route/ vehicle and safe transportation in India as well as in Bhutan and delivery of goods to site.

Site Address:

PHPA-I: 6 X 200 MW PUNATSANGCHHU-I HYDRO ELECTRIC PROJECT SITE,
BJIMTHANGKHA, WANGDUE PHODRANG DZONGKHAG, BHUTAN

S-3.2 The transportation charges should be inclusive of detailed route survey charges. The detailed route survey has to be submitted by transporter before start of the contract. Transporter will have to follow all local Transportation and other rules/ acts in India and in Bhutan 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 from BHEL and file the same with **Jaigaon/ Phuentsholing customs**. Transporter will also be responsible for taking permissions and necessary co-ordination at **Bhopal** for examination/ endorsement from Local authorities and sealing for export if required. Export clearance will be done by BHEL Bhopal.

S-3.4 Transporter will be responsible for arranging appropriate vehicles trucks/ mechanical trailers to carry the expected cargo to be loaded at Bhopal/ Indo-Bhutan border/ Bhutan. The vehicle to be used for overseas land transportation, will be as per permission and laws in **Bhutan**. 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.

S-3.5 Transporter will be responsible for all necessary permission for driver/ person to be visiting Phuentsholing & 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/ Bhutan** 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 Bhutan vehicle (if needed)
- Road conditions from time to time.

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

S-3.8 Custom clearance at Indo-Bhutan 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 **Bhutan** 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 PHPA Customer at respective PHPA, Bhutan site.
- c. Received 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.

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-4.0 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-5.0 Evaluation & Business Distribution:

S-5.1 "ALL INCLUSIVE" rate is to be quoted by the transporters as per **Rate Schedule Annexure-B**. Business shall be allotted to One Party as per GCC Cl. 10. at L-1 rate. The rate shall be firm throughout the currency of the contract.

No Price Variation Clause is applicable.

S-6.0 Transit Time & Penalty for delay: Transit Time will be as per follows:

Mechanical Trailers/ Trucks: 45 days from the date of exit from BHEL, Bhopal.

Beyond which penalty shall be applicable. A penalty @ 0.5 % of the freight value payable, per week of delay or part thereof subject to a maximum of 10% of the total freight shall be levied.

S-7.0 Payment: Payment shall be due only on final delivery to consignee and submission of acknowledged LR along with proof of export.

S-8.0 General

S-8.1 The transporters will obtain all required clearances/ permit from all governmental/ non-governmental authorities e.g. NHAI, PWD/CPWD, State Electricity Board, Railways, Communication Department, P&T, Traffic, Police Department or any other authority, including private parties/ persons/ organizations for transportation of all the consignments including ODC through identified inland road transport route at appropriate time for unhindered transportation of cargo.

S-8.2 Transporters shall arrange and complete the cargo's examination whenever required. It shall be their endeavor to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, under the supervision of BHEL or their authorized representative, and the same shall be in bidder's scope of work



S-8.3 Transporters shall use every reasonable means to prevent any of the highways, bridges or any public/ private utility etc. traversed in connection with or on the routes to PHPA-I site from being damaged or injured by any of their trailers/ trucks. Transporter shall select the routes, choose vehicles, restrict and distribute loads so that any such extraordinary traffic as may 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 etc. For any damage caused by the breach there of, the transporter shall be solely responsible.

S-8.4 Transporters should ensure safe custody of materials during transportation and storage, if any, en-route from starting point to respective sites. However, Project Insurance will be taken by BHEL for the entire cargo as per Marine-cum-Erection Policy.

S-8.5 These "Special Conditions of Contract" shall be read in conjunction with "Tender & General Terms and Conditions of Document No. LGX/GCC/NOV'2019, to the extent the same are applicable for transportation by specific vehicle category and are not modified herein by this special terms and conditions. In case of ambiguity between the two, the provisions in this document i.e. 'Special Conditions of Contract' shall over-rule.

- Addl. GM (Logistics)

**ANNEXURE- A****Checklist for Technical Compliance**

1.	Name of organisation		
2.	IBA recommendation	Validity (Date): _____	Enclose copy as per S-2.1
5.	Experience: Road Transportation carried out from India to Bhutan (Min 10 MT) in Mechanical Trailers or Trucks Atleast 3 jobs in last Ten years	India To Bhutan.....MT	Enclose copy of Work orders and acknowledged LR or work completion certificate from customer as per S-2.2
6.	Declaration	Affidavit on non-judicial stamp paper	Enclose affidavit as per S-2.3
7.	No deviation from tender requirements (SCC & GCC)	To be signed & sealed on each page as a token of your acceptance.	confirmation

**SCHEDULE OF RATES (ANNEXURE - B)****Transportation of Consignments from BHEL BHOPAL to Punatsangchhu HEP in Bhutan
Punatsangchhu Hydroelectric Project (PHPA-I).**

Sl. No.	Description	Total Weight (MT) (a)	Rate (Rs. Per MT) (b)	Total Value (Rs.) (c)
1	Transportation of Oil drums in wooden boxes from Bhopal to Punatsangchhu-I Project Site including all clearances like custom/Bhutan Sales tax etc. of all consignments at Indo-Bhutan Border.	381.17		

NOTE:

- 1) ALL INCLUSIVE Lumpsum single Price in Rate per Tonne to be quoted by bidders.
- 2) "ALL INCLUSIVE" : Means All Clearances/ Permits charges including Custom Clearance of Indian & Bhutan customs at the border , Power Block/ Height Gauge Charges , Statutory Charges etc.
- 3) Rate shall remain firm throughout the currency of contract and no PVC shall be applicable.

: Sign & Seal of Bidder