



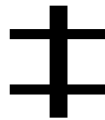
Logistics Department, Bharat Heavy Electricals Limited, Bhopal
Special Conditions of Contract for transportation by Hydraulic Trailer

Document No. LGX/PTP/SCC/E-00413

SPECIAL CONDITIONS OF CONTRACT
POINT TO POINT TRANSPORTATION CONTRACT FOR
TRANSPORTATION OF TRANSFORMERS (2 Nos. of 278 MT
(Approx.) each) FROM BHEL- BHOPAL TO MERAMUNDLI
(ODISHA) SITE



Logistics Department Bharat
Heavy Electricals Limited
BHOPAL



Document No. LGX / PTP / SCC / E-00413



E-1.0 PRE- QUALIFICATION REQUIREMENTS (POR) & 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 of at least 03 **Job** above **250 MT** in **last Five years** till the submission of tender.

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).

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**.



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Bidder Details (To be printed on letterhead)

FORMAT – I

NIT Ref.: LGX / PTP / E-00413

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



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 Meramundali Transformers (500 MVA/ 278 MT (Approx.)) through suitable Multi-Axle Hydraulic Trailer Combination from BHEL-Bhopal to Meramundali (ODISHA) Site of OPTCL, MERAMUNDLI as per PRICE-BID (ANNEXURE- B).

Delivery of consignments for Meramundali Site shall be finally to: **OPTCL, 400kv GIS GRID SUBSTATION, MERAMUNDALI, DIST-ANGUL, ODISHA.**

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: MAY’2020 TO JUNE’2020

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 from BHEL-Bhopal .

TYPE OF COMBINATION & CATEGORY OF VEHICLE: Bidder to quote for the most appropriate Type of Combinations of Multi-Axle Hydraulic Trailers 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 all outgoing consignments from its factory premises.

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.

UNLOADING AT SITE IS TO BE DONE BY TRANSPORTER WHICH IS INCLUSIVE IN LUMP SUM PRICE QUOTED BY TRANSPORTER.



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Nature of work	Rate in Rs.		Unit
Unloading/loading per MT	750/-	Seven hundred fifty	per MT
Dragging to plinth	2500/-	Two thousand five hundred	per Meter.
Placing on plinth	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 Meramundali 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 **75 DAYS** from the date of exit from BHEL- Bhopal Factory Premises, 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.
- 7) Unloading Charges is in Transporters scope.

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 2 (TWO) nos. of consignments 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 120 days from the due date of tender submission.

S-7.4 The transportation contract of 2(TWO) nos.of consignments (transformers) will be



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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.

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 / Mar2020, 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-00413 shall supersede and over-rule the GCC.

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



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POR & 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 03 Job above 250 MT for min.500 Km in last 5 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



ANNEXURE-B

PRICE BID
NIT Ref : LGX / PTP / E-00413

SI No.	Equipment	Length (mm)	Width (mm)	Height (mm)	Weight approx. (MT)	Quantity (A)	All Inclusive* Rate (Rs. per Transformer) (B)	Total Value (Rs.) (A)*(B) (excluding GST)
1	500MVA Transformer	10750	4320	4170	278	2	(In Figures)	(In figures)
							(In words)	(In words)
<u>Dimensions and weight of the consignment is subject to +5% variation</u>								
<u>ROUTE : Proposed safest feasible route for transportation and safe delivery of above consignment from BHEL-Bhopal to OPTCL, Meramundali site based on above MoRTH Permission and Category of Vehicle :</u>								
From.BHEL/Bhopal.....to Meramundali Site.								
Total Distance (Km) :								

Tentative dispatch schedule: Between MAR'2020 to APR'2020.

1. Validity of quoted rate: 120 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-00413.

(Sign & Seal of Bidder)