

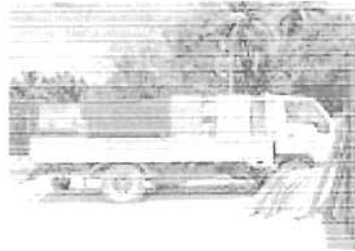


Transport & Dispatch cell, Bharat Heavy Electricals Limited,
EMRP, MUMBAI Special Terms & Conditions of
Transportation by Trucks Document No. T&D / EMRP/100

SPECIAL TERMS & CONDITIONS
FOR
ALL INDIA ROAD TRANSPORTATION
OF CONSIGNMENTS BY
TRUCKS



Transport & Dispatch Cell Bharat
Heavy Electricals Limited
EMRP, MUMBAI



No.T&D/EMRP/
100
MUMBAI

INCOMING & ANYWHERE TO
ANYWHERE CONSIGNMENTS



SPECIAL TERMS & CONDITIONS FOR TRANSPORTATION OF CONSIGNMENTS BY TRUCKS.

SCOPE OF WORK

S-1.0 The transportation contract will cover transportation of incoming and anywhere to anywhere consignments of electrical equipment, plant & machinery and any other items by trucks (mini truck, super mini truck, closed & open type 9 MT trucks and heavy trucks like Taurus etc.) from supplier's/sub-suppliers, project sites, ports etc. spreading all over India to BHEL, EMRP, MUMBAI and anywhere to anywhere destinations within India. Heavy trucks under scope of this contract would cover non articulated type trucks having 3 axles.

- The point of loading involved for the scope of work includes but not exhaustively Ports, BHEL Customer Sites, all BHEL Units, North-Eastern States and all hilly/mountainous areas in India.
- Jobs against specific project based contract, or contracts to be awarded on a different class of trucks transportation for development/ establishment of new parties are excluded from the scope.

S-2.0 **Declaration in the form of affidavit.**

S-2.1 **Bidders shall submit an affidavit on non judicial stamp paper valued Rs. 100/-** and duly notarized, certifying that they are:

- a. Presently not put on hold, suspended, delisted, banned or Black-listed by any of the BHEL Units.
- b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation.

S-2.2 In case it comes to notice of BHEL at a later stage that the contract award was obtained giving incomplete/false/ suppressed/forged information then the contract is liable to be terminated and earnest money/ performance security deposit forfeited.

S-3.0 **SPECIFICATIONS :**

Non ODC consignments of following maximum dimensions and or weight shall be made applicable for loading on respective category of truck.

Particulars of category	Mini Truck	Super Mini truck	Normal Truck	Open-body Truck	Truck 3 axle
Length, mm	4500	5800	6000	6000	6700
Width, mm	1800	2125	2100	2500	2100
Height, mm	2500	2895	2500	2500	2500
Minimum chargeable weight (KG)	3500	7000	9000	9000	9001 To 15000

3.1 For classifying a truck as Open-body, dismantling of both sides of the truck body will be essential, justifying the width of the consignment.

3.2 Width is the main criteria for open-body truck irrespective of the weight of consignment dispatched and the same will be considered as full truckload (FTL).



- 3.3 Consignments not eligible strictly for dispatch on FT basis justifying the weight and dimensions as above shall be dispatched as **Smalls/Part-load** in two (2) categories, viz. upto 1 MT & above 1 MT.
- 3.4 In no case freight charges for lower type/category vehicle will be more than FTL freight charges for the next higher category/type of vehicle.
- 3.5 The "Smalls/Part-load" will be treated upto 7.5 MT subject to maximum payment of full truckload or whichever is lower. Above 7.5 MT, the consignment will be treated as 'full truck-load'.
- 3.6 If due to exceptional circumstances, the actual weight carried by a vehicle is more than the normal weight permitted for that type of the vehicle, pro rata payment of rate shall be made depending upon the actual weight or size of the consignment.
- 3.7 For Hilly areas the full load capacity shall be as under.

	Mini Truck	Super Mini truck	Normal Truck	Open-body Truck	Truck 3 axle
Capacity	2.1 MT	4.2 MT	5.4 MT	5.4 MT	5.7 – 9.0 MT

S-4.0 **Full Truck, Mini Truck, Super Mini Truck, Torus Load Certification**

For the purpose of determining full truck/Mini Truck/Super Mini Truck load or taurus (Truck three axle) load of the consignment due to reasons other than weight/volume, authorization by representative of concerned product commercial department/MM/ STORES/ BHEL sister unit/site incharge/T & D shall be required.

In case such consignment are not delivered within the scheduled transit time as at clause S-15.0 plus two (2) day's grace period, the freight bills of such dispatches will attract penalty of 2 % for the first week, 3% for the second week and 5% for subsequent weeks delay subject to maximum of 25% (1 week = 7 days).

S-5.0 **Door delivery/collection charges for small/part-loads shall be paid as under:**

BHEL will collect goods from transporter's godown as an exception and not as routine. The transporter shall give delivery of such goods at Stores EMRP Mumbai and claim door delivery charges in their freight bills as mentioned below.

Weight upto 1000 KG	Rs. 500/-
Weight more than 1000 KG	Rs. 500.00 + Rs 150 per tone for weight more than 1000 KG on pro rate basis.

Example:	Weight is 600 KG	Rs. 500/-
	Weight is 1500 KG	Rs. 500/- for 1000 KG + (500/1000) x 150 = 500+75= Rs 575/-



S-5.1 Godown related expenses for small/partload

For consignment that necessitate unloading at transporter's godown before final delivery to consignee, viz. consignments booked for self/godown/door delivery/consignee copy attached/delivery against consignee copy etc, the following shall be applicable.

- a. Unloading charges shall not be payable.
- b. Reloading charges of cranable items (250 KG per item/per box or above) upto 250 KG @ Rs.500/- and the additional weight shall be payable @ Rs.250 per MT.
- c. Reloading charges for non-cranable items @ Rs.150/- (Rupees One Hundred Fifty only) per tone shall be payable for loading in BHEL vehicle(s).
- d. Sorting out charges @ Rs.100/- (Rupees One Hundred only) per ton for sorting smalls consignments at transporter's godown shall be payable wherever certified by the BHEL representative.

S-5.2 Godown related expenses for full truck load

Godown related above expenses (Para S-5.1) will be applicable in following full truck load.

- a. Self/ Godown.
- b. Door delivery through bank.
- c. Door delivery against consignee copy.

S-6.0 **Minimum Chargeable distance** shall be 200kMs. However, for delivery of consignments to destinations within the municipal limits of Mumbai, the chargeable distance shall be 100 KMs.

S-6.1 Minimum charges for small/partload consignment shall be Rs. 250/- irrespective of weight & distance.

S-7.0 Loading & Unloading Charges

- a. BHEL shall be responsible for loading & unloading.
- b. Loading & unloading shall be done as per the terms of contract entered between BHEL/site and customer.
- c. If BHEL requires the transporter to load or unload the consignments at site/supplier's work or at lifting point; the transporter shall arrange to ensure the same to BHEL/customer's full satisfaction.
- d. **The loading/unloading charges shall be payable as follows :**

- Mini truck	- Rs. 1225/- per load
- Super Mini truck	- Rs. 2450/- per load
- 9 MT normal/open body truck-	Rs. 3150/- per load
- Trucks 3 Axle (Taurus etc.)	- Rs. 5250/- per load
- e. Billing will be allowed on the basis of certificate by consignee/customer/BHEL STORES representative.
- f. Payment of unloading charges on freight billing shall be subjected to consignments delivered in undamaged condition by submission of duly certified documents there to by the consignee or BHEL representative.
- g. Loading/unloading charges at these rate shall also be applicable in case of situations necessitating intermediate loading/unloading of consignments due to force majeure conditions/site condition customer or commercial requirements, not attributable to transporter. All such cases with recorded reasons shall have the approval of BHEL.



- h. If consignment necessitate unloading of FTL at transporters godown due to self/ LR through bank/ road blockades etc, in such cases door delivery and reloading charges shall be admitted in line with S-5.

S-8.0 Detention Charges

- 8.1 The detention charges shall be payable @ Rs. 500/- for trucks per vehicle per day on each occasion subject to detention of vehicle in plant/site beyond a period defined as given below.

DAY OF ENTRY + DAY OF EXIT + ONE WORKING DAY

However in such cases transporter will have to submit proof of entry and exit timings of vehicle in the plant/site

- 8.2 Regarding detention of vehicles of transporters carrying export consignments at Octroi/Naka etc. and since the Octroi is exempted for export goods the necessary formalities/clearance etc. at Octroi/Naka etc. are done by BHEL ROD/BHEL,EMRP, Mumbai therefore, any detention in clearance is BHEL responsibility. Thus detention charges at Octroi/Naka shall also be applicable.

- 8.3 Detention charges shall be limited to maximum 50% of the freight charges.

S-9.0 ODC Charges

Consignment having dimensions exceeding the standard length, width and height noted at S-3.0 shall be treated as ODC consignment. In respect of such consignments ODC charges on proportional basis over the standard length and height will be payable on prorata basis. However, ODC charges shall be permitted in one dimension, i.e. whichever has the greater value.

S-10.0 Hilly Area Charges

For journey from hilly regions (destinations beyond Pathankot for Jammu & Kashmir For Seva Hydro Project, Rishikesh/Kashipur in Uttaranchal and Parmanoo/kratpurin Himachal Pradesh or any hilly regions in any part of the country as identified on case to case with the approval of BHEL); freight will be allowed additional 15% over and above the applicable rate for the total journey.

S-11.0 North-Eastern States Charges

For journey to / from North-Eastern states (destinations beyond Siliguri in North Eastern Sector); freight will be allowed additional 60% over and above the basis freight for the total journey.

- S-11.1 Additional 20% freight over & above the basis freight for the total journey will also be allowed to / from state of odisha and for kanker, Bastar&Surajpur dist. in CG State. No additional hilly area charges are payable in such cases.

S-12.0 Incentive

The incentive shall be paid for quick delivery of consignments sent on FTL basis, if they are delivered earlier to stipulated transit period excluding grace period@Rs.2000/- per day saved in transit subject to the maximum of 10% of the freight.



S-13.0 **Letting fee (penalty) reimbursement**

Wherever any penalty is imposed by any State Govt. for carrying ODC/Over loading consignments, the same shall be reimbursed on submission of original money receipt.

S-14.0 **RATE SCHEDULE:**

The tenderer shall quote rates in the schedule Annexure A, B, C for the freight for all categories slabs, for transportation to destinations up to 1000 KMs & above 1000KMs Tenderers are required to quote rates for all variants given in the price schedule.

S-14.1 Failure to strictly adhere to above would result in rejection of the bid.

S-14.2 In case of failure to ensure compliance of any or all of the general and special terms and conditions, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost, besides suspending/reducing/stopping further business.

S-15.0 **TRANSIT TIME**

Prompt delivery of the consignment is of prime importance. The stipulated transit time for transportation of our consignments shall be as under.

(a) **FOR FULL TRUCK LOAD:**

1. Normal truck / Mini truck / Super Mini Truck	:	300 KM per day
2. Open-body trucks & ODC consignments	:	275 KM per day
3. Taurus (Truck 3 Axle)	:	250 KM per day

(b) **FOR SMALL/PART-LOAD CONSIGNMENTS:**

1. 0 – 500 KMs	:	20 Days
2. 501 – 1500 KMs	:	40 Days
3. 1501 KMs & above	:	60 Days

S-15.1 For delivery of consignments from hilly area and North-Eastern States, the permissible travel time will be twice of the normal time for the hilly stretch only.

S-15.2 In the case of godown delivery of consignment through bank documents the above (15.a&b) shall not be applicable as material can be collected after the retiring of bank documents by BHEL.

S-16.0 **THE BUSINESS VOLUME:**

16.1 Estimated volume of consignments expected to be dispatched during the two year (24 months) period of operation of the rate contract will be tentatively as per the details given in Annexure A, B & C and may vary by +/- 15%. 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. Transporters who qualify for group 1 only shall quote for all categories in group 1 only. Transporters who qualify for both group 1 and 2 shall quote for all categories in both groups.



S-17.0 EVALUATION & BUSINESS DISTRIBUTION:

17.1 The bill of quantity (BOQ) is given as the business constant in schedule of rates Annexure A, B & C. Transporters are required to quote for all categories, otherwise their tender will not be considered. "Total quoted business value" of all categories shall be calculated by multiplication of rates and bill of quantity of all categories, followed by summation of such value for all categories of that group, which will be basis for overall unique position of bidders, low to high L1, L2, L3 Onwards in that group. Picked up L1 rates will only be offered to all transporters for acceptance.

17.2 Business award shall be done at equated rates only.

17.3 Business is proposed to be distributed on maximum 5 (Five) parties for both slab of transportation i.e. distance upto 1000KM & above 1000KM subject to acceptance of the L1 rates for transportation on All India basis, with the lowest bidder getting about 40% share and the highest bidder getting about 10% with all other getting proportionally on descending graded scale as below.

L1	L2	L3	L4	L5
40	20	18	12	10

17.4 However, in case the total business value is found to be equal for two or more parties, their relative position would be decided on the basis of their average audited turn-over of last three (3) years. (In such case transporter will be asked to submit the same).

17.5 In an eventuality of the rate contract being finalized on less than the required number of transporter, the balance volume of business would be distributed on pro-rata basis among eligible transporters. BHEL may reschedule the volume of business & performance security deposit amount accordingly to eligible transporters on pro-rata basis.

S-18 GENERAL

18.1 In case of failure to ensure compliance of any or all of the general and special terms and conditions, BHEL reserves the right to make alternative arrangements for hiring vehicles at transporter's risk & cost, besides suspending/reducing/stopping further business.

S-19 ESCORT/TRACKING OF VEHICLE

19.1 Where BHEL intends to depute an escort for certain important consignment, the transporter should allow him to travel in the same vehicle upto the destination free of cost.

19.2 Transporter will install/ permit installation of vehicle tracking system (VTS) on the transport vehicle and enable it (allow connecting with vehicle battery). In case the device is owned by BHEL, transporter will be responsible for its safe custody during his possession. In case of any loss on account of damage to the device, cost of device will be recovered from the transporter.

19.3 As and when requested by BHEL transporter will provide mobile phone in working condition with trucks and trailers in order to have communication with the vehicle driver and shall e-mail/phone for the status of urgent and critical items to BHEL on daily basis.



S-20 PERFORMANCE REVIEW:

- 20.1 The Performance of transporters shall be reviewed periodically. Allotment of workload and continuance in contract will be related to performance.
- 20.2 In case the performance is not found upto the mark, BHEL reserves the right to terminate the contract without any further reference.

S-21.0 Performance Security Deposit (PSD)


- 21.1 The transporter shall submit within a maximum period of thirty (30) days from the award of contract/letter of intent, a 'performance security deposit' (PSD) in favour of 'Bharat Heavy Electricals Limited, EMRP, Mumbai'. In case if bidder fails to submit required security deposit with in specified time, BHEL may cancel the award of work, forfeit EMD and arrange the work through alternative source on the risk and cost of the defaulter transporter.

- 21.2 The rate of performance security deposit will be as below w.r.t business volume:

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs & Rs. 1.0 lakh +	
upto Rs. 50 lakhs	7.5% of the amount exceeding Rs. 10 lakhs
Above 50 lakhs	Rs. 4.0 lakhs +
	5% of the amount exceeding Rs. 50 lakhs.

- S-22 In Case of failure to ensure compliance of any or all of the preceding clauses, BHEL reserves the right to make alternative arrangements for hiring vehicles from open market, at transporter's risk & cost. In such case a token penalty of Rs 2000/- per day may be levied by BHEL at its discretion on the transporter after 48 hours, this shall be deducted from their running bills for each day of delay for maximum one week of 50% of freight, whichever is lower.

- S-23 These special terms & conditions shall be read in conjunction with General Terms & Conditions T&D/EMRP/101 to the extent the same are applicable for truck transportation. In case of any conflict between the general terms and conditions and special terms and conditions, special terms and conditions shall prevail.


Executive (T&D), Stores
Bharat Heavy Electricals Limited,
EMRP, Mumbai.