



SPECIAL TERMS & CONDITIONS
FOR
ALL INDIA ROAD TRANSPORTATION
BY
MECHANICAL TRAILERS



Transport & Dispatch Cell
Bharat Heavy Electricals Limited
EMRP, MUMBAI



SPECIAL TERMS & CONDITIONS FOR TRANSPORTATION OF CONSIGNMENTS BY MECHANICAL TRAILERS.

S-1.0 SCOPE OF WORK

The transportation contract will cover transportation of outgoing/ incoming/ anywhere to anywhere consignments of electrical plant & machinery and any other items in mechanical trailers to various places all over India from BHEL, EMRP, MUMBAI covering consignments upto a maximum of 25 MT.

S-2.0 To qualify for trailer load, the consignment should meet the any of the following conditions:-

Category	C-I	C-II	C-III	C-IV
Length (mm)	7000-12000	12001-13500	13501-15000	15001-16000
Width (mm)	2501- 3500	3501 to 4000	4001 to 5000	5001 to 6000
Height (mm)	2501- 3000	3001 to 3500	3501 to 4300	4301 to 5500
Weight kg	15001-22000	22001-25000	25001-30000	30001-35000
Min chargeable weight MT	22	25	30	35

S 2.1 Prior permission of BHEL will be required (with recorded reason) In case a higher category vehicle is to be engaged.

S-3.0 Minimum Chargeable distance shall be 250 kMs. However, for delivery of consignments to destinations within the municipal limits of Mumbai, the chargeable distance shall be 100 kMs.

S-4.0 Loading & Unloading Charges

BHEL shall be responsible for loading of all outgoing consignments and unloading of incoming consignments in its factory premises.

S-4.1 If, BHEL requires the transporter that outgoing consignments are to be unloaded, at the project / customer site, the transporter shall arrange to ensure that the same is done to BHEL's / customer's fullest satisfaction.

S-4.2 The loading/unloading charges shall be payable at the rate of Rs. 600/- (Rupees Six hundred only) per MT for CI/ CII categories and at the rate of Rs 1200/- (One thousand two hundred only) per MT for CIII/ CIV categories for actual consignment weight.

S-4.3 Payment of unloading charges on freight billing shall be subject to consignments delivered in undamaged condition by submission of duly certified documents thereto by the consignee or its representative or BHEL representative.

S-4.4 Loading/ unloading charges at these rates shall also be applicable in case of situations necessitating intermediate loading/ unloading of consignments due to force majeure conditions/ site conditions/ Govt. restrictions/ customer or commercial requirements. All such cases with recorded reasons shall have the approval of BHEL.



S-5.0 Detention Charges (Outgoing Consignments)

Detention charges shall be paid extra if the vehicles are not unloaded in time i.e., within 3 working days of reporting (excluding day of reporting). Detention charges will be paid as follows:-

Sl. No.	Category	Unit	Rate (Rs.) per day			
			3 to 5 days	6 to 10days	11 to 20 days	Beyond 21 days
1.	C1	Rs/day	1000/-	1100/-	1200/-	1300/-
2.	C2	Rs/day	1000/-	1200/-	1300/-	1500/-
3.	C3	Rs/day	1100/-	1300/-	1400/-	1600/-
4.	C4	Rs/day	1200/-	1500/-	1800/-	2000/-

Note: Detention charges will be restricted to maximum 25% of freight.

Detention charges shall be paid on certification of BHEL and endorsement of Customer/Site Officials/ ROD/T&D Cell or confirmation by Contract/Commercial Engineers (in case of detention at customers' sites) 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.

Necessary formalities/ clearance etc. at Octroi/ Naka etc are done by BHEL ROD, Mumbai./ BHEL, EMRP, MUMBAI Therefore, any detention in clearance is BHEL responsibility. Thus detention charges at Octroi/ Naka shall also be applicable.

Due to any problem at Mumbai Port including non-availability of ship in time, the vehicles if detained by BHEL ROD at port, payment of detention charges at Octroi/Naka/Port and non-recovery of LD for the corresponding period of detention shall be applicable in such cases. For this the date of arrival at Octroi Naka will be accepted as date of arrival at destination. The stamp/ endorsement of Octroi/Naka or verification by any BHEL official will be treated as proof for this purpose. Further the vehicle detention charges will be paid as above till date of release of vehicle as per acknowledgement by ROD./BHEL, EMRP, MUMBAI.

No detention charges, whatsoever, shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods

S-6.0 ODC /Volumetric Charges

Since all the probable consignments are covered within categories C-I to C-IV with dimensional capping thereto, additional ODC charges and volumetric equation for chargeable weight shall not be considered.

S-7.0 Hilly Area Charges

For journey to/ from hilly regions (destinations beyond Pathankot for Jammu & Kashmir, Rishikesh/ Kashipur in Uttaranchal and Parmanoo/ Kiratpur in Himachal Pradesh), or any other hilly region 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-8.0 North-Eastern/ 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 basic freight for the total journey. Additional 20% freight over and above the basic 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-9.0 Incentive

The incentive shall be paid for quick delivery of consignments, if they are delivered safely, earlier to stipulated transit period excluding grace period **@Rs.1000/-** per day saved in transit.

S-10.0 Penalty OR any other Govt. charges

Rates quoted shall be all inclusive and no extra payment or reimbursement of any penalty or Govt charges shall be made by BHEL.

S-11.0 Power Block/ Height Gauge Removal charges

The power block/height gauge charges at railway crossings shall be paid initially by the transporter.

S-11.1 The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of the proof from concerned Railway authority. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid.

S-11.2 Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of at least four (4) working days shall be considered at each gate subject to submission of the proof. Additional grace period may be considered if substantiated by documentary evidence and approved by BHEL.

S-12.0 RATE SCHEDULE

The tenderer shall quote rates in the schedule Annexure B Group 1 & Group 2' outgoing, incoming and anywhere to anywhere for the freight for each category of slabs, for both the distances, i.e. upto 1000kMs and above 1000 kMs. Tenderers are required to quote rates for all variants given in the price schedule. Failure to do so would result in rejection of the bid.

S-13.0 The transporter shall ensure to place the vehicle of proper pulling capacity to carry the consignments to destination safely and timely within the transit time specified below at S-15.0

S- 14.0 PENALTY FOR NON LIFTING / RISK PURCHASE:

S-14.1 Allocation of consignments shall be the sole prerogative of BHEL. The transporter shall be bound to accept the same.

S-14.2 Vehicles as and when requisitioned will have to be placed by the transporters within 48 hours for Trailers through letter, e-mail, or and other mode of communication. If the vehicles are not placed within the stipulated time, Bharat Heavy Electricals



Limited reserves the right to transport the consignments through alternate means. In such cases of failure on part of the transporters, any extra expenditure / charges incurred by BHEL shall be recovered equally from each of the transporters to whom the requisition for placement of vehicle was issued, by way of penalty.

The decision of BHEL with regards to the actual losses incurred by BHEL including the reasonability shall be final and binding on the Transporter.

S-15.0 TRANSIT TIME

Consignment will have to be transported safely to the destination within normal permissible running period, which is given below for plain area destinations.

C-I	@ 175 kMs per day.
C-II	@ 150 kMs per day. C-
III	@ 120 kMs per day C-
IV	@ 80 kMs per day

S-16.1 For delivery of consignments to hilly areas and North-Eastern/ Eastern States, the permissible travel time shall be **1.5 times** of the normal time.

S-16.2 MGI (Motoring Guide of India) and/ or actual route survey reports or as certified by concerned site/ commercial will be followed in working out the route and distance thereto. Permissible distance shall be certified by BHEL based on above inputs and the circumstances prevailing at the time of transportation, along with reasons for deviating the shortest route.

S-17.0 BUSINESS VOLUME:

Estimated load of consignments expected to be dispatched during the Two **year** period of operation of the rate contract will be tentatively as per break-up below.

Group A – Outgoing consignments (From BHEL EMRP, MUMBAI to anywhere in India)

Group B – Incoming / Anywhere to anywhere consignments

	Group A		Group B	
	<1000km	>1000km	<1000km	>1000Km
C1	1.5%	44.1%	0.3%	40.6%
C2	0.8%	22.5%	0.4%	11.3%
C3	0.4%	23.0%	0.8%	15.9%
C4	0.1%	7.5%	0.4%	30.3%

Note:

- The figures wrt business volume in this document are only indicative and may vary depending upon actual and our operational requirements.
- 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.

S-18.0 EVALUATION & BUSINESS DISTRIBUTION:

S-18.1 The bill of quantity (BOQ) is given as the business constant in Schedule of Rates Annexure B for Trucks & Trailer. **Transporters have to quote for group 1 and group 2 of Annexure B.** Transporters are required to quote for all categories in a particular group, 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, for each group separately, low to high L1, L2, L3, onwards in that group. Both the cases of Group 1 A and Group 2



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shall be treated independently for award of contract.



S-18.2 The award of works is proposed to be distributed to a maximum of 05 parties for outgoing, incoming & anywhere to anywhere, subject to acceptance of the L-1 rates. The percentage distribution of the business shall be on descending graded scale with share to L1 around 40% and L5 10% . However the percentage business distribution can be reviewed and revised by T&D from time to time based on the performance and capability of transporters to place vehicles. Non performing transporters may be debarred from subsequent tenders.

S-18.3 In an eventuality of the rate contract being finalized on less than the required number of transporters; BHEL may reschedule the volume of business & Performance Security Deposit amount accordingly to eligible transporters on pro-rata basis.

S-18.4 The award of the works shall be done at equated rates only.

S-18.5 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 as submitted at the time of registration.

S-19.0 PENALTY FOR DELAYED/ NON PLACEMENT

S-19.1 In case the transporter fails to place the vehicle on the demanded date or does not place the vehicle at all, a penalty at the rate of Rs 1000/- per day for the delay subject to a max of 5% of the freight shall be imposed if advised by T&D/ EMRP,.

S-19.2 In case it is noted that transporters have resorted to **clubbing of multiple LRs** into one vehicle without prior permission of BHEL, payment for only one LR will be made and the future business allocation to such transporter may be suspended and/ or the transporter may be debarred from subsequent tenders.

S-20.0 These 'Special Terms & Conditions' shall be read in conjunction with Tender & General Terms and Conditions of Document No. T&D/EMRP/101, to the extent the same are applicable for transportation by mechanical trailer 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 Terms & Conditions', shall over-rule.

S-21.0 The rate contract is initially for a period of **Two year**, however BHEL reserves the right to extend or short close the contract at any point of time without assigning any reason.



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