



OFFICE OF THE Sr.DGM (CDC)

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/12-13/007-2012

DATE: 16.01.12

SUB: TENDER DOCUMENT (TWO PART BID) FOR TRANSPORT CONTRACT

1. Sealed bids are invited for award of rate contract for the work of transportation for a period of Two Years with a provision of further extension of one year / part thereof or more than one year on the same terms and conditions with mutual consent.
2. This documents shall be referred as **CDC/T/12-13/007- 2012 Dt 16.01.12** and it consists of the following documents

<u>Sr</u>	<u>Document</u>	<u>Pages</u>
1	Covering letter	3
2	General Terms and Conditions	27
3	Annexures to General Terms and Conditions- 11 Annexures	12
4	Special Terms and Conditions	10
5	Annexure to Special Terms and Conditions (Schedule of Rates)	10

3. **Scope of work:** The contracts will cover transportation of consignments such as Transformers, Enclosures, Diesel locomotives, other BHEL Jhansi's products, raw materials, components, fittings, items, scrap, spares, transformer oil, steel, copper, aluminum, hardware, coal, cement, gases, chemicals, Paints, plant & machinery and any other item in Mechanical Articulate Trailer Trucks from anywhere to anywhere within the international boundaries of India for following categories:-

- C1** From Jhansi to Chhattisgarh
- C2** From Jhansi to Anywhere (Excluding those covered in C1,C8,C9 & C10)
- C3** From Chhattisgarh to Jhansi
- C4** From Bhopal/Indore to Jhansi
- C5** From Mumbai or any air/sea port to Jhansi



-
- C6** From Anywhere to Jhansi (excluding those covered in C3, C4, C5)
C7 From anywhere to anywhere (excluding those covered in C1 to C6 or C8)
C8 From Jhansi to North East states (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland & Tripura)
C9 From Jhansi to Orissa
C10 To/From Hilly Areas (Area beyond Jammu in Jammu & Kashmir, Rishikesh in Uttaranchal, and Sundernagar in Himachal Pradesh shall be accepted as Hilly area)

For detailed scope of work tender document may pleased be referred.

4. The bid is to be submitted in two parts as under:
- **Part-I - Technical Commercial Bid**
 - **Part II - Price Bid**
5. **Part-I – Technical-Commercial Bid** should contain all the documents including Earnest money and other annexures required for Techno-Commercial acceptance as defined in Terms and Conditions.

Earnest Money of Rs. 2.00 Lacs (Rs. Two Lacs) is to be deposited in the form of Account Payee Bank Draft of Rs. 2.00 Lakhs drawn at SBI, BHEL branch, Jhansi(UP) (Branch Code 3807) in favor of “BHEL Jhansi).

6. **Part II - Price Bid** should contain **One Sealed Envelope**. Sealed envelope should contain PRICE BID of and should be super scribed with “Part II Price Bid”, Tender No. “CDC/T/12-13/007-2012” and due date of opening only.
7. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Sr.DGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/-12-13/007-2012 and “Due Date of opening -06-Mar-2012 ” and addressed to :

**Sr.DGM(CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284129 (UP)**

8. Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before 13.00 Hrs, Due Date - 06-Mar-2012 in tender box.
9. Bid can also be accepted (**Personally dropped in the Tender Box**) upto 13.15 Hrs, Due Date- 06-Mar-2012. **The sealed common envelope and first sealed envelope containing “Part I– Technical Bid” will be opened on the same day i.e. 06-Mar-2012 at 14.00 Hrs in the presence of bidders parties who wish to be present on the occasion.**



10. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. **“Part II- Price Bid”** of technically acceptable bidders will be opened at later date which shall be intimated to the bidders. Part II bids of bidders whose Part I are not technically accepted shall not be opened. Date for opening of “Part II- Price Bid” shall be intimated to the bidders after scrutiny of Techno-Commercial Bids by Tender Committee.
12. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender.
13. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
14. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
15. Any clarifications on the Tender document can be sought from the under signed on till 7 days before due date of opening between **9 AM to 4 PM**. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
16. Any request for change of opening date of tender shall not be entertained.

Sr.DGM (CDC)
BHEL Jhansi



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi PIN 284129

Central Dispatch Cell

TENDER DOCUMENT
For
All India Road Transportation Rate Contract for
Mechanical Trailer

Tender Document No.
CDC/T/12-13/007 –2012
Date 16th Jan'12

“General Terms and Conditions”



INDEX

For General Terms and Conditions

Sr.	Clause No	Title	Page No
1	G-1	Scope of Work	3
2	G-2	Bidders shall take note and ensure the following	3
3	G-3	List of Annexure enclosed with General Terms & Conditions	4
4	G-4	Eligibility Criteria	4
5	G-5	Statutory Documents	5
6	G-6	Submission of Sealed Tenders	5
7	G-7	Offer Validity	7
8	G-8	BHEL Reserves the Right to	8
9	G-9	Bid Evaluation Criteria	9
10	G-10	Contract Agreement	9
11	G-11	Performance Security Deposit (PSD)	9
12	G-12	Tenure, Extension & Termination of Contract	11
13	G-13	Sub-Letting of Work	12
14	G-14	Traffic Regulations & Requirements	12
15	G-15	Route Permit/National Permit/Clearance	13
16	G-16	Protection/Safety of Consignment During Transit	13
17	G-17	Safety of Consignment	13
18	G-18	Statutory Obligation of Transporter	14
19	G-19	Indemnity	15
20	G-20	Transshipment	15
21	G-21	Placement of Vehicles & Lifting of Consignments	16
22	G-22	Consignment Weight/Measurements	17
23	G-23	Despatch Documents	17
24	G-24	Consignment note Certification	18
25	G-25	Transit Insurance	18
26	G-26	Vehicle Movement Reporting	19
27	G-27	Detention, Demurrage, Wharfage & Storage	19
28	G-28	Route & Distance	19
29	G-29	Transit Period	20
30	G-30	Special Facilities Required at Mumbai	20
31	G-31	Special Conditions for Lifting of "Steel"	20
32	G-32	Escorts	21
33	G-33	Delivery & Acknowledgement	22
34	G-34	Recovery Towards Idle Crane Charges	23
35	G-35	Penalty for Delay in Delivery	23
36	G-36	Freight Payment	24
37	G-37	Freight Escalation	25
38	G-38	Loading & Unloading Charges	26
39	G-39	Octroi/Entry Tax	26
40	G-40	Performance Evaluation/Business Distribution	26
41	G-41	Arbitration	27
42	G-42	Jurisdiction	27



GENERAL TERMS & CONDITIONS

G-1) SCOPE OF WORK

- 1.1. The contracts will cover transportation of consignments such as Transformers, Enclosures, Diesel locomotives, other BHEL Jhansi's products, raw materials, components, fittings, items, scrap, spares, transformer oil, steel, copper, aluminum, hardware, coal, cement, gases, chemicals, Paints, plant & machinery and any other item in Mechanical Articulate Trailer Trucks from any where to any where within the international boundaries of India.

The scope of work includes Ports, BHEL Customer Sites, SAIL Stockyards, all BHEL Units, North -East States and all hilly/mountainous areas, Uttarakhand, Himachal Pradesh, Arunachal Pradesh, and Jammu & Kashmir etc.

- 1.2. The approximate **Business volume** in two years period is expected to be 372 Lakhs MT-Kms in two years. For proportional break, refer special terms and conditions.

G-2) Bidders shall take note and ensure the following:

- 2.1. The bidders shall closely pursue all the clauses of the tender documents under 'General Terms and Conditions and Special Terms & Conditions', and all annexure enclosed /referred in Tender Documents before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 2.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 2.3. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 2.4. When photocopy of a document is submitted along with the tender it must be attested by Public Notary or Gazette Officer.
- 2.5. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 2.6. Before submitting the bid, the bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.



G-3) **List of Annexure enclosed with General Terms and Conditions**

Sr.	Annexure No.	Description/Title	Clause No
1	G-A	Check List for Offer Evaluation	
2	G-B	Company Profile	
3	G-C	Statement of Evaluation	
4	G-D	Bankers Certificate	
5	G-E	Self Certificate Affidavit cum Agreement	
6	G-F	RTO Authentication of Registration of Trailer	
7	G-G	Summary of RTO Documents	
8	G-I	Notice of Damage / Shortage / Discrepancy	
9	G-J	Lorry Receipt Proforma	
10	G-K	Freight Bill Proforma	

G-4) **Eligibility Criteria**

The bidder shall ensure to comply with the following qualifying CRITERIA TO BE ELIGIBLE FOR THE CONTRACT in addition to the conditions given in Special Terms & Conditions.

- 4.1. If Bidder is found eligible for awarding rate contract, then original registration certificates of all vehicles quoted for eligibility shall be presented for verification within 90 days of the award of the contract. Business loading shall be subject to compliance of this.
- 4.2. IBA (Indian Banker's Association) recommendation Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, rate contract will be cancelled.
- 4.3. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
 - a. From concerned BHEL units (*if in business during last 5 years*) certifying that they are not presently put on hold, suspended, de-listed, 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 during last 5 years.
 - c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
- 4.4. For truck contract it is mandatory that the transporters should provide chain-pulley block arrangement with minimum 3MT capacity in their Jhansi godown. However, godown facility will not be mandatory for mechanical & hydraulic trailer contracts.
- 4.5. Jhansi Office of the bidder MUST be equipped with following facilities
 - a) One landline telephone with STD facility
 - b) One fax machine



- c) One computer with e-mail facility
 - d) One mobile telephone
- 4.6. Bidder should have at least one branch in Mumbai. The bidder may establish the office with the facilities mentioned above within 90 days from the date of award of contract.
- 4.7. For smooth transport of our imported consignments from Mumbai/JNPT Ports the transporters shall have establish office with the same facilities as mentioned in clause above with a skilled & educated staff at for liaison and coordination with BHEL, ROD, Mumbai. Bidders must confirm that this requirement will be met by them.

G-5) STATUTORY DOCUMENTS

- 5.1. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorised Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorised/empowered to act on behalf for the specific purpose.
 - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
 - c. In case of single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
 - d. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
 - e. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
 - f. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.

G-6) SUBMISSION OF SEALED TENDERS:

- 6.1. Sealed bids are invited for award of rate contract for the work of transportation for a period of Two Years with a provision of further extension of one year / part thereof or more than one year on the same terms and conditions with mutual consent. The bid is to be submitted in two parts as under:

- a) Part-I -Technical Commercial Bid
- b) Part II - Price Bid

- 6.2. **Part-I -Technical Commercial Bid** - Following annexure and documents signed and sealed on each and every page as token of acceptance are to be submitted for Techno-Commercial acceptance

- a) Check List for Scrutiny on Bid Opening dully filled by bidder
- b) Receipt of Cost of Tender
- c) Company Profile of Bidder
- d) Printed Branch list (booklet)
- e) Copy of Income Tax return for three previous financial years.



-
- f) Earnest Money of Rs. 2.00 Lacs (Rs. Two Lacs) is to be deposited in the form of Account Payee Bank Draft of Rs. 2.00 Lakhs drawn at SBI, BHEL branch , Jhansi(UP) (Branch Code 3807) in favor of “BHEL Jhansi).
- g) Self Certificate Cum Affidavit on non-judicial stamp paper worth Rs.100/-
- h) Declaration on Rs.100/- non-judiciary stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc(refer Eligibility Criteria” in General Terms and Conditions)
- i) IBA Approval/ valid IBA Certificate on Bank Letter Head
- j) RTO Authentication of registration for all vehicles as specified in tender document
- k) Verification statement of Submitted Original Documents of vehicles
- l) Details of Mechanical Trailer Contract awarded by BHEL Jhansi in past.
- m) Details of Staff, Computers, Internet Connection, email address, Fax number, Land line number, Mobile Number at Jhansi Office.
- n) Business Particulars during past three years with PSU/Central/State Government., MNC and reputed Private Companies.(Pl indicate Name of Client, Scope of work, duration of contract, Value of contract in tabular form)
- o) Write-up on having presence in North-Eastern states
- p) Copy of tender document signed and stamped on each and every page as a token of acceptance.
- q) All other documents as mentioned in this Tender document including in “General Terms and Conditions” and “Special Terms and Conditions”
- r) Blank price bids (Price bid in prescribed format duly signed and stamped but without price) duly signed and stamped.
- 6.3. **Part II - Price Bid** should contain One Sealed Envelope. Sealed envelope should contain all PRICE BIDS should be super-scribed with “Part II Price Bid”, “Tender No. CDC/T/12-13/007-2012” and “Due date of opening” only.
- 6.4. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Sr.DGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/-12-13/007-2012 and “Due Date of opening ” and addressed to :
- Sr.DGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284129 (UP)
- 6.5. Bid is to be sent under Registered Post / Speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before 13.00 Hrs, Due Date in tender box.
- 6.6. Bid can also be accepted (Personally dropped in the Tender Box) up-to 13.15 Hrs, Due Date. The sealed common envelope and first sealed envelope containing “Part I–Technical Bid” will be opened on the same day at 14.00 Hrs in the presence of bidder’s parties who wish to be present on the occasion.
- 6.7. Quotations received after DUE DATE and TIME will be treated as LATE and may NOT be considered.



- 6.8. "Part II- Price Bid" of technically acceptable bidders will be opened at later date which shall be intimated to the bidders. Part II bids of bidders whose Part I are not technically accepted shall not be opened.
- 6.9. Date for opening of "Part II- Price Bid" shall be intimated to the bidders after scrutinising technical bids.
- 6.10. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender.
- 6.11. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
- 6.12. In case it comes to notice of BHEL at a later stage that any of the transporter to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
- 6.13. Any clarifications on the Tender document can be sought from the under signed till fifteen days before opening date of Bid between 9 AM to 4 PM. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
- 6.14. Any request for change of opening date of tender shall not be entertained.

6.15. EARNEST MONEY DEPOSIT (EMD)

- 6.16. The bidder is required to submit an Earnest Money Deposit (EMD) (with service tax @ 10.3%) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "Bharat Heavy Electricals Limited, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 6.17. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders within a reasonable time after the award of the contract. For successful Bidders, the same will be converted and adjusted against performance security deposit.
- 6.18. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 6.19. Earnest Money Deposit (EMD) shall not carry any interest.

G-7) OFFER VALIDITY:

- 7.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of bid opening.
- 7.2. Unless specified otherwise in 'Special Terms & Conditions'/tender notice (NIT), the rates should be firm for a period of two (2) years from the date of acceptance of the tender except for adjustment in freight rate due to increase/decrease in retail selling price (RSP) of Diesel in JHANSI as per 'freight escalation'.



- 7.3. Rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the 'Rate Schedule' – annexed to 'special terms & conditions'.
- 7.4. The bidders shall quote their rates inclusive of all extra charges like surcharges, hammali charges, statistical charges, goods tax, market fluctuations etc., so that the rate quoted shall be a consolidated one taking the above elements into consideration. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

G-8) BHEL RESERVES THE RIGHT TO: -

- 8.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 8.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
- 8.3. Evaluate the bids as per BHEL norms by the 'Tender Finalisation Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 8.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 8.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 8.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 8.7. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- 8.8. Approve such number of transporters as may warrant for smooth operational requirement.
- 8.9. Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 8.10. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 8.11. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but overriding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.



- 8.12. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
- Establishing local office with facilities as required.
 - Submission of Contract agreement.
 - Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.
 - Verification of the original documents relating to the vehicles submitted for meeting eligibility criteria.

G-9) BID EVALUATION CRITERIA:

- 9.1. Part-1-Techno-commercial bids (refer Clause 6.2) received shall be first evaluated in regard to compliance with tender and contract terms & conditions and special terms & condition etc. Bids qualifying these criteria only shall be considered for price bid (Part-2).
- 9.2. Each of the price bids will be evaluated to arrive at the total cost index giving relative weightage to the types of vehicles/No. of weight slabs/ distance slabs based upon BHEL's estimated load pattern/ business volume. Total cost indices so arrived shall be compared amongst bidders and graded L1, L2, L3, and so on, L1 being lowest.
- 9.3. The bidders MUST quote all the rates exactly as per the format given in Price-Bid-Schedule of Rates as per Annexure. The offers received in any other format and with any other terms & Conditions contrary to this tender document (e.g. change in business volume, non-acceptance of pre-fixed ODC, unloading, dragging & plinth placing charges etc.) shall be bypassed. Similarly if any deviation from the tender terms & condition is found in the price-bid the bidder will not be considered for the contract.

G-10) CONTRACT AGREEMENT:

- 10.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 30 days from award of contract, on non-judicial stamp paper of requisite amount. Business loading shall commence only on compliance.
- 10.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.
- 10.3. The transportation rate contract being on All India basis, the H.O of the transporter should inform all their Zonal/Regional and Branch Offices in the country about the terms & conditions and rates. This is to ensure smooth implementation of the contract.

G-11) PERFORMANCE SECURITY DEPOSIT (PSD)

- 11.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.



- 11.2. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

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

- 11.3. The transporter shall submit the 'Performance Security Deposit' within 30days of awarding of contract/ issue of Letter of Intent as following:-
- Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
 - Local Cheque of scheduled banks, subject to realization.
 - Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
 - Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of transporter; A/C BHEL JHANSI duly discharged on the back.
 - The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
 - All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
 - The Performance Security Deposit shall not carry any interest.

- 11.4. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.

- 11.5. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.



G-12) **TENURE, EXTENSION & TERMINATION OF CONTRACT:**

- 12.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of two (2) years from the effective date of award of contract. However, BHEL reserves the right to short close the contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 12.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- 12.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- 12.4. If the transporter fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the transporter any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the transporter under this contract.
- 12.5. If a transporter is not found to be IBA approved at any time during the contract period or fails to submit valid IBA approval extension within one month of expiry of validity, the loading of business on them will be stopped immediately and the contract with him may ultimately be terminated.
- 12.6. The contract may be terminated at any time without paying any compensation whatsoever to the transporters in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 12.7. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 12.8. BHEL may enter into parallel contracts simultaneously with any other transporters as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arises.



G-13) SUB-LETTING OF WORK:

- 13.1. Under no circumstances, the transporter after entering the rate contract would be permitted to arrange transportation of consignments entrusted to him through another transporter/ agencies.
- 13.2. However, hiring of vehicles and services from other transporters/agencies/ brokers of repute in the market is permitted for Truck and Mechanical Trailers.
- 13.3. For Hydraulic, trailer consignments, the vehicle deployed shall be registered in the name of the transporter only, as no hiring of vehicles shall be permitted.
- 13.4. Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

G-14) TRAFFIC REGULATIONS & REQUIREMENTS:

- 14.1. The transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/customer's or any other premises.
- 14.2. The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- 14.3. The transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the transporter's obligations under this contract.
- 14.4. It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- 14.5. The transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted except in exceptional circumstances.
- 14.6. Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.
- 14.7. Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.
- 14.8. Transporters shall ensure that the latest applicable Motor Vehicle Act 1989 (as amended up to date)/ Motor Vehicle Rule is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 14.9. All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities



pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.

- 14.10. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

G-15) ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:

- 15.1. The transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.
- 15.2. The transporter shall get permission from Govt. of India, Ministry of Road Transport & Highways or from State Govt(s) or from local bodies necessitating such requirement relating to Motor Vehicles Act. The transporter will produce such approved documents requiring scrutiny accordingly, before the consignment is loaded.

G-16) PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:

- 16.1. To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -
- Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
 - That good quality lashing ropes in sufficient numbers, length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL; the same should be got certified by BHEL authority.
 - To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
 - Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
 - Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
 - Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

G-17) SAFETY OF CONSIGNMENT:

- 17.1. The transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.



- 17.2. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the transporter.
- 17.3. The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 17.4. Even, in cases where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the transporter shall arrange for the collection of materials from such points and delivery at any such points.
- 17.5. Transporter shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 17.6. Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.

G-18) STATUTORY OBLIGATIONS OF TRANSPORTER:

- 18.1. The transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 18.2. The transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The transporter shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 18.3. The transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 18.4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transporters; the transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.



G-19) INDEMNITY:

- 19.1. The transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 19.2. The transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transporters, their workmen servants or agents.
- 19.3. The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
 - a) Observance of Labour & Industrial Laws.
 - b) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - c) Documentary compliance relating to freight billing.
 - d) Indemnity shall cover the entire transit right after loading to the unloading at destination.

G-20) TRANS-SHIPMENT:

- 20.1. For transportation by trucks and mechanical trailers, transporters shall endeavor that direct to destination vehicles are placed in advance for loading the consignment(s) and collection of dispatch documents. BHEL shall specify the consignments where no transshipment is allowed and this shall be ensured by the transporter.
- 20.2. In all cases of transshipments, the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- 20.3. For all transshipments, detailed information to be furnished by the transporter to BHEL. Damage to the consignment under transportation, if any, shall be made good by the transporter.
- 20.4. Any transshipment anywhere shall be done under strict supervision of the transporter/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.
- 20.5. Transshipment damages of the packing cases in all cases shall be made good by the transporter concerned. Transporter shall ensure that the equipment damaged due to transshipment for any reasons are collected from the site of damage back to BHEL free of charge.
- 20.6. Transporter shall make good the costs incurred by BHEL towards repair, replacement, return freight, personnel expenses, back charging of BHEL by



customer and other incidentals for damaged goods, if not settled by the underwriter for any reason whatsoever.

- 20.7. Vehicle carrying consignment on full truckload [FTL] basis shall not carry any other consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.

G-21) PLACEMENT OF VEHICLES

- 21.1. At least 3 days advance notice for placement of truck & 7 days for trailer will be given by BHEL OR BHEL suppliers indicating required date of placement of vehicle. The transporters have to place the demanded vehicle within 2 days of demanded date (demanded day +2 days). For each day of every delay in placement of vehicle, penalty @ Rs. 700/- for truck, Rs. 1000/- for Mechanical and Rs. 2000/- for Hydraulic Trailers shall be recovered from the pending bills of the transporter for minimum one day (placement charges) limited to 10% of freight bill of the demanded consignment.
- 21.2. If vehicle is not placed within the allowed period as per above, for incoming material supplier/ ROD will be intimated to get the material transported by engaging any other reputed transporters from the market at prevailing market rate at risk & cost of defaulting transporter. However, this advice of risk & cost shall be at the discretion of BHEL and in this situation, penalty of late placement of vehicle will not be imposed.
- 21.3. For out going consignments, if the vehicle are not placed within allowed time as per clause above, the allotment will be done to other transporters simultaneously in the contract and they will be given time of 3 days from demanded date (demand date + 2 days) for placement of vehicle. If none places the vehicle CDC / Stores will get the material transported from any other reputed transporter from the market (including other transporter contract of BHEL, Jhansi) at prevailing market rate and at the risk & cost of the first defaulting transporter.

G-22) CONSIGNMENT WEIGHT/MEASUREMENTS:

- 22.1. It shall be taken as per the actual weight recorded on BHEL Jhansi Weigh Bridge or design weight. However, in special circumstances, weight declared by the supplier in challan or by CDC will be considered when weighing is not possible but subject to authorisation by Incharge CDC/Stores (minimum level E6). Total freight amount will be rounded off to nearest full rupee value for claiming freight charges. For all consignments weighing more than 40 MT (Capacity of BHEL Weigh Bridge), design weight shall be taken for calculation of freight amount.
- 22.2. In case the consignment(s) are of Normal/Open-body trucks, and the same are transported in a trailer for specific reasons, the payment would be made as per Normal/Open-body trucks or trailer rate contract rates, whichever is lower.



-
- 22.3. In case there is, a possibility/need to mix the trailer and truck consignments for a destination, then to optimize loading and utilize the trailer capacity the same shall be resorted to by BHEL.
- 22.4. For consignment, which qualifies to be transported in a smaller category vehicle, but instead a higher capacity category of vehicle is provided /used for any reason whatsoever; the payment shall be made as that for smaller category only justifying the weight/dimensions of the consignment transported.
- 22.5. The transporters are expected to club various incoming goods from different suppliers and deliver to JHANSI by using full capacity of vehicle as far as possible. If FTL load consignment is clubbed with a few 'Smalls/Part-load' consignments and brought to BHEL in same vehicle, payment for total weight received in FTL basis will be done. Separate payment for 'Small/Part-load' LRs will not be allowed.
- 22.6. Small/Part-loads, if booked by BHEL on full truck load (FTL) basis due to urgency, shall be treated as smalls/part-load for the purpose of freight/delivery time, if the consignment does not reach destination within the permitted transit schedule for FTL.

G-23) DESPATCH DOCUMENTS:

- 23.1. While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note/Challan, (DAN)
 - Excise Invoice (Pink/ Duplicate) indicating PO reference,
 - Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
 - Consignee Copy of LR for door delivery,
 - Road Permit/Waybills etc. wherever applicable,
 - SMIV/PMIV/Excise Gate Pass, wherever applicable.
 - Instructions for Unloading (If not mentioned in DAN)
- 23.2. The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 23.3. In case the transporter fails to deliver original Excise Gate Pass (duplicate for transporter to claim CENVAT) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.
- 23.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.
- 23.5. All documents related with transportation, required to be shown at various check posts are collected by the transporter so that the consignments are not



detained/delayed en-route on this account. Detention / delays on this account will be the transporter's responsibility.

G-24) CONSIGNMENT NOTE CERTIFICATION:

- 24.1. The following information shall invariably be legibly and clearly indicated on the BHEL specific Consignment Note (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer: -
- Registration No(s). of the vehicle(s).
 - Weight, dimensions and No. of the packing cases or liquid quantity in KL.
 - Name & address of the consignor with specific destination.
 - Description of the consignments with BHEL Purchase Order (PO) reference.
 - Distance to destination in Km and rate of freight.
 - Dispatch Control Record entry No. and reference to all other relevant information of Dispatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
 - Freight details and consignment value.

G-25) TRANSIT INSURANCE:

- 25.1. Transit insurance of the consignment under transportation by the transporter will be responsibility of BHEL/Consignee as the case may be. However, transporter will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
- 25.2. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended upto date.
- 25.3. Position as above shall not absolve the transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 25.4. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.

G-26) VEHICLE MOVEMENT REPORTING:

- 26.1. The transporters shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile, Phone, FAX, e-mail, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 26.2. For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to



contact him for monitoring the progress. The mobile phone No. shall be intimated to CDC/BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to Sr.DGM (CDC) and product Commercial group without fail.

G-27) DETENTION, DEMURRAGE, WHARFAGE & STORAGE:

- 27.1. Except as provided in 'Special Terms & Conditions'; no detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.
- 27.2. However, godown/storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorised en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorised representative(s), at the rate to be approved by BHEL.

G-28) ROUTE & DISTANCE:

- 28.1. The transporters are advised in their own interest to conduct and update/confirm route on their own before carrying the consignment to avoid any delays en-route. In specific cases, BHEL reserves the right to seek a route survey report from the transporter, for which no separate charges shall be payable by BHEL.
- 28.2. The distance for the purpose of freight admissibility shall be the shortest feasible route exhibited in the Motoring Guide of India (latest edition)(MGI) or the shortest established route for the destination. Wherever a particular station is not appearing in MGI, the distance calculated upto the nearest station available in MGI will be suitably increased/decreased based on information from other sources like Railway time table, Project authorities, internet sites such as Google-maps, maps of India etc.
- 28.3. Notwithstanding above, it shall be the responsibility of the transporter to use alternate shorter route, which may be available but not appearing in MGI and claim freight accordingly. If it is found at a later date that the transporter has adopted a route shorter than the claimed route, freight paid for the excess distance shall be recovered from the transporter's running bills.
- 28.4. Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall submit documentary evidence e.g. news clippings/photographs of road obstructions/diesel filling bills/endorsement from PWD, RTO check posts etc. along with the freight bill.
- 28.5. Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it along with freight bill for claiming the distance as per redirected route.
- 28.6. The minimum distance chargeable shall be as defined in Special Terms and Conditions.



G-29) TRANSIT PERIOD:

- 29.1. The timely delivery of consignments is the essence of the contract. Consignment will have to be transported safely to the destination within the normal permissible running/transit period as given under 'Special terms & conditions'.
- 29.2. Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.
- 29.3. For all overdue consignments (i.e. delayed beyond the stipulated delivery time) transporters shall, through their local office, submit delivery status of the consignments regularly on weekly basis.

G-30) SPECIAL FACILITIES REQUIRED AT MUMBAI:

- 30.1. The transporters involved in transportation of consignments through our ROD/Mumbai will have to ensure the following: -
- 30.2. Posting of a skilled and educated staff exclusively for liaison and coordination with ROD/Mumbai to ensure smooth functioning.
- 30.3. Godown facility to book and store small consignments immediately after port clearance for dispatch to JHANSI after due consolidation.
- 30.4. All transporters to ensure day-to-day communication with CRX-BHEL JHANSI immediately after receipt of goods at their godown at JHANSI.

G-31) SPECIAL CONDITIONS FOR LIFTING OF "STEEL"

- 31.1. Scope of Work: Collections, transportation of Steel raw material viz., Angles, Flats, Channels, Beams, Tor-Steel, Rounds, Coils, Plates, Sheets, Billets, blooms and Pig iron, etc. from all Steel Plants & Stock Yards located at Mandideep, Indore, Nagpur, Bhilai, Rourkela, Durgapur, Jabalpur, Bombay and/or other places to BHEL, JHANSI and/or desired locations inclusive of all related activities/handling.
- 31.2. The total quantity to be lifted is approx. 3000 MTs per year. This is purely tentative and the actual quantity to be collected and transported during the period may vary according to the allocations/BHEL requirements. The entire quantity depending on the allotment made by the respective SAIL/TISCO/ IISCO/Rashtriya Ispat Nigam/Public Sector Undertakings/ Suppliers should be collected and delivered within the time specified therein. Normally the materials are to be cleared by the transporters from the Steel Stock Yards/Public Sector Undertaking/ Suppliers concerned within a period of seven (7) days from the date of Delivery Order(s). It may be even 100 to 200 MTs per day and the transporters should be capable of mobilizing sufficient number of vehicles at short notice and ensure quick movement of materials as stated above.
- 31.3. The Transporters so appointed will be solely responsible for the collection and transportation of the steel materials right from the stage of the remittance of the



cost to the concerned authorities to liasoning with them for getting the delivery order(s) released within a reasonable time in favour of the transporter(s) on behalf of BHEL and finally to the material(s) on behalf of BHEL and finally to the material(s) reaching BHEL complex at JHANSI.

- 31.4. All follow up work on behalf of BHEL, collection of Delivery Order(s) obtaining the agreed priority, if any; placement of suitable number/type of vehicles in good running conditions, collection of material, safe transportation and delivery at BHEL complex shall be done by the transporter. A copy of Delivery Order shall be handed over to BHEL at the time delivery.
- 31.5. **PENALTY:** If the transporters do not place the vehicles within 4 days of notice from the Steel Stock Yards/Public Sector Undertakings/Suppliers/ Representatives of BHEL, a taken penalty per day per truck may be imposed by BHEL at its discretion.
- 31.6. In case the materials are not available or the Stock-Yard concerned is not in a position to make the materials available for delivery to the transporters, as per the advice or Delivery Order(s) issued by concerned authorities, the transporter should obtain an endorsement to that effect with dates on the advice or delivery order concerned.
- 31.7. Time is the essence of this contract and it is the responsibility of the transporter to ensure that the entire quantity covered by a delivery order is collected and delivered well within the validity of the delivery order concerned to BHEL.
- 31.8. If for any valid reason, collection is not completed before the validity of delivery order (DO) expires, the transporter should intimate in person/ telegraphically to DGM (MM)/Steel and also SrDGM (CRX) so as to enable them to take up with the authority concerned for obtaining extension.
- 31.9. If the transporter does not lift the materials within the specified time and in the event of BHEL incurring any loss due to either delay or allotment of material by SAIL to other parties, all such losses will have to be borne by the Transporter.
- G-32)**ESCORTS:** Wherever BHEL intends to depute an escort for important consignments; he shall be allowed to travel in the same vehicle to the destination free of charge. The transporter will have to organize their own escort on BHEL's request for which no charge will be paid.

G-33) **DELIVERY & ACKNOWLEDGEMENT:**

- 33.1. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted alongwith their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.



-
- 33.2. All door delivery consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments and to CRX, BHEL, JHANSI for incoming consignments.
- 33.3. Door delivery consignments with consignee copy for self consignments and also godown delivery consignments will have to be delivered by the transporter to CRX, BHEL, JHANSI as soon as the intimation either telephonically or in writing, is received by the transporter, as to the availability of consignee copies of LR's with BHEL.
- 33.4. The consignee copies of LR's in all such cases may be collected immediately on delivering the consignments to CRX, BHEL. Additional delivery charges from the city godown to BHEL may be billed extra subject to satisfactory completion of delivery.
- 33.5. Only 'Smalls/Part-load' consignments booked on 'godown delivery' basis may be collected from transporter's godown in exceptional cases for which the loading into BHEL truck will have to be done by the transporter. These loading may be billed along with the freight charges. Truck No. of delivery will be mentioned on 'Small/Part-load' L/Rs to the extent possible.
- 33.6. The consignee copy of the LR shall be surrendered by BHEL only after physical delivery of consignment is taken from the transporter and obtaining qualifying certificates, if required, regarding open delivery / damages / breakage / shortages / leakage etc. Pending issue of these certificates, the consignee copy shall be retained by BHEL.
- 33.7. No other miscellaneous charges will be paid against such consignments both for incoming/ outgoing cases irrespective of nature of booking including godown delivery consignments.
- 33.8. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 33.9. The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.
- 33.10. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 33.11. Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.



- 33.12. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 33.13. In case of accident freight charges from loading point to accident place, reloading charges and freight charges form accident place to pickup point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

G-34) RECOVERY TOWARDS IDLE CRANE CHARGES:

As and when cranes are hired by BHEL/its representative(s)/clearing agents and same have to remain idle due to failure of the transporter not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporters.

G-35) PENALTY FOR DELAY IN DELIVERY:

- 35.1. If consignments are not delivered within the transit schedule [transit time reckoning the permissible speed plus 2 (two) days grace period for entry and exit], a penalty @ 2% of the basic freight charges per week of delay or part thereof subject to a maximum of 10% shall be levied.
- 35.2. For determining the number of days for transit time, for the left over distance, which is below the distance fixed per day, one additional day, will be computed.
- 35.3. Additional grace period for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.
- | | | |
|----|---|-------------------|
| a) | At each railway crossing
(For o/h height barrier removal or/and power shutdown only) | 15 working days |
| b) | From / to hill regions/N.E.Region | 7 days |
| c) | Octroi /Entry Tax clearance | 2 days or actual. |
| d) | SELF and DELIVERY AGAINST CONSIGNEE COPY | 7 days. |
- 35.4. Condonation of delays/transshipment etc. and waiver of penalties thereto shall be at the discretion of BHEL based on the representation received from the transporter on case-to-case basis. For typical designs requiring slow movement in the interest of safety of the consignment, CDC shall decide additional transit time in consultation with the concerned departments of BHEL.
- 35.5. Force Majeure: The following shall amount to force Majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure.
- 35.6. Delay attributable to above force-majeure conditions will be reviewed by SrDGM(CDC)/SrDGM(CRX) on representation by transporter on case to case basis for granting relief on merit.



- 35.7. For the purpose of computing the delivery time, the date of LR or actual date of exit from plant (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/ concerned product commercial groups/other BHEL officers/Sr.DGM(CDC).

G-36) FREIGHT PAYMENT:

- 36.1. Mode of payment of freight will be either on:
- "To Pay" [TP] (i.e. to be paid by our Consignee/Customer) basis after receipt of goods at destination,
 - or
 - "To be billed" [TBB] (to be paid by BHEL) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL JHANSI and production of documentary evidence in support thereof.
- 36.2. All freight payments for (a) incoming consignments to JHANSI and (b) from one destination to another, under category 'To be billed' against PO will be paid at JHANSI through CRX. For consignment booked against W.O. will be processed by CDC.
- 36.3. For Outgoing consignments dispatched from JHANSI under 'To be Billed' category, payment will be made at JHANSI only after submission of acknowledgement from site/customer in the prescribed manner, through CDC. Freight for material dispatched for job work against PO will be processed by CRX.
- 36.4. All freight payment will be made by Cheque/ Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 36.5. Payment of freight bills shall normally be made within (ninety) 90 days of presentation of the bill in prescribed format duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner. The consignee's acknowledgement obtained on the LR/GR should clearly indicate the Vehicle Registration Number(s) on which the consignments have been delivered to the consignee, clearly indicating the date of delivery.
- 36.6. For the outgoing consignments booked on "To Pay" basis, where the transporter has to realize payment from the consignee and the consignee does not make the payment, CDC, BHEL JHANSI will accept the freight bills subject to: -
- 36.7. Submission of Non-Payment Certificate issued by the consignee to the transporter on Performa as specified by BHEL.



-
- 36.8. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance (Stores Accounting) of BHEL.
- 36.9. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless transporter explains the delay in writing.
- 36.10. For extra weight carried by the vehicle beyond the capacity due to exceptional circumstances, payment will be made on pro-rata basis.
- 36.11. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- 36.12. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 36.13. In terms of Service Tax applicable under prevailing Act thereto, the transporters in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

G-37) Freight Escalation

- 37.1. The rates agreed between BHEL and the transporters will remain firm during the currency of the contract. However the rates will increase/decrease by 30% of the percentage increase/decrease in the average retail price of diesel prevailing on the date of tender opening (techno-commercial bid – Part-I). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight. This increase/decrease will be done, only quarterly, as under:-
- 37.2. The rates at which the work is awarded initially will remain firm till the end of that quarter (31st March, 30th June, 30th Sept & 31st Dec) without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm upto 31st March but may change from 1st April and will remain same upto 30th June. If rate contract is effective from 30th March, rate will change from 1st April which will remain same upto 30th June.
- 37.3. The retail sale price(RSP) of diesel applicable for Jhansi district obtained from the office of IOCL/HPCL/Reputed dealers shall be the basic for calculation of Price Change of freight rates
- 37.4. Percent increase /decrease in freight rate shall be 0.30 times of percent increase in average Retail Sale Price(RSP) of diesel w.r.t base rate indicated in tender.
- 37.5. The freight rates prevailing on the date of LR or actual date of exit from plant (whichever is later) shall be applicable for that consignment.



- 37.6. **Example:**
If the RSP of diesel are as following

Date	Retail Sale Price in Rs.
As on Base Date	38.00
On 1 st Jan.'12	40.00
On 1 st Feb.'12	42.40
On 1 st Mar.'12	43.50
Average	$(40.00+42.40+43.50)/3=41.67$
Percent Increase w.r.t. RSP on base date	$(41.67-38.00)/38.00=10.44\%$
Percent Change in Freight Rates	$0.30 \times 10.44=3.13\%$

This increase in Freight Rates shall be applicable in period from 1st Apr'12 to 30th June'12.

- 37.7. Freight increase on any other account will not be permissible.

G-38) **LOADING AND UNLOADING CHARGES:**

- 38.1. BHEL shall be responsible for loading of all outgoing & unloading of all incoming consignments in its factory premises.
- 38.2. Unloading of outgoing consignments at the customer's end / BHEL site / sub-contractors works shall be done as per terms of BHEL's contract with the customers / sub-contractors.
- 38.3. If, as per BHEL's contract with Customer, the transporter has to arrange for manual or crane unloading at the project site, then unloading charges will be regulated as per 'special terms & conditions' of the contract.

G-39) **OCTROI/ENTRY TAX:**

- 39.1. The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage. Wherever required, the transporter will take the assistance of the concerned product commercial group/ROD to obtain Octroi exemption certificate.
- 39.2. Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.



G-40) **PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:**

- 40.1. The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.
- 40.2. Business distribution as specified in Special Terms & Conditions may therefore, vary from time to time, depending upon the performance of the transporters.
- 40.3. Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

G-41) **ARBITRATION:**

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, JHANSI. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at JHANSI.

G-42) **JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at JHANSI only shall have jurisdiction.

Note: (i) The applicability and extent of the provisions under 'Tender & Contract Terms and Conditions' shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under 'Special Terms & Conditions' forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.

(ii) In the event of difference noted between 'Tender & Contract Terms and conditions' and 'Special Terms and Conditions', the clauses of 'Special Terms and Conditions' will be valid and applicable.

