



Logistics Department, Bharat Heavy Electricals Limited, Bhopal
Special Conditions of Contract for Trucks (Incoming & anywhere)
Document No. LGX / RC / E-00435 / SCC / AUG 2021

SPECIAL CONDITIONS FOR ALL INDIA ROAD TRANSPORTATION BY TRUCKS



Logistics Department
Bharat Heavy Electricals Limited
BHOPAL



INCOMING & ANYWHERE –TO- ANYWHERE



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**SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TRANSPORTATION OF
CONSIGNMENTS BY TRUCKS (INCOMING AND ANYWHERE – TO- ANYWHERE).**

S-1.0 SCOPE OF WORK

This transportation contract will cover transportation of incoming and anywhere to anywhere consignments of electrical equipment, plant & machinery and any other items (Goods upto 15 MT including ODC Consignments where dimensions of height & width are greater than as categories defined in Clause S-2.0) by trucks such as LCV (Light Commercial Vehicle; old name MINI) , HCV (Heavy Commercial Vehicle ; old name SUPER MINI) , TRUCK (old name NORMAL), MAV (Multi-Axle Vehicle ; old name TAURUS), OBT (Open Body Truck) etc. from suppliers' / sub-suppliers', project sites, ports etc. spreading all over India to BHEL, Bhopal and anywhere to anywhere destinations within India. Heavy trucks under scope of this contract would cover non-articulated type trucks having 3 axles.

- The scope includes Transportation of goods from BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing go-downs / various sites / North –Eastern states / all hilly / mountainous areas etc. within India by Road to BHEL Bhopal .
- 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-1.1 PRE - QUALIFYING REQUIREMENTS & CRITERIA (PQRC) – ANNEXURE-I

All tenderers shall ensure to comply with the PQRC Check -List as per **Annexure-I** to the full extent.

- a) **IBA** : Valid IBA (Indian Banker's Association) recommendation certificate as on the date of tender opening.
- b) **VEHICLE** : Ownership of a fleet of **minimum twenty (20) trucks registered exclusively in the transporter's name** duly substantiated by supporting documents for registration and other particulars . In case of Rate Contract, it will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work suiting the weight and dimensions ensuring the load bearing capacity as per Motor Vehicle Act / Rules stipulated by Ministry of Road Transport & Highways (MoRTH).
- c) **FINANCIAL HEALTH** : A minimum of average annual turnover (business from transportation work) of **Rs.6.43/- Lakhs** for the last 3 years ending 2019-20. At least 1 year profit during last 3 years and overall positive net worth as on 31.03.2020. The statement as per Annexure-I is to be substantiated with copy of Audited Balance Sheet and Profit & Loss Accounts statement for each year.
- d) **BRANCHES** : A minimum of **75 (seventy-five) operative branches / authorized franchise offices** for delivery / collection of consignments, covering **atleast 10 (ten) states in India**. The branch / authorized franchise details shall be a printed booklet giving the address, contact person and phone numbers of these branches / authorized franchise.



S-2.0 **VEHICLES CATEGORIZATION :**

Standard (Non-ODC) consignments having dimensions (maximum) and / or weight (maximum) shall be categorized as follows :

Particulars of category	<u>LCV</u> (Mini Truck)	<u>HCV</u> (Super Mini Truck)	<u>OBT / NORMAL TRUCK</u> (Open-Body Truck)	<u>MAV</u> (Taurus)
Length, mm	4200	5700	5700	6700
Width, mm	1800	2100	2400	2100
Height, mm	1800	2400	2400	2400
Minimum chargeable weight (KG)	3500	7000	9000	15000

- 2.1 For classifying a truck as Open-body, dismantling of both sides of the truck body will be essential, justifying the width of the consignment.
- 2.2 Width is the main criteria for open-body truck irrespective of the weight of consignment to be despatched and the same will be considered as full truck load (FTL).
- 2.3 Consignments not eligible strictly for despatch on FTL basis justifying the weight and dimensions as above shall be despatched as **Smalls/Part-load.**
- 2.4 In no case freight charges for lower category vehicle will be more than FTL freight charges for the next higher category of vehicle.
- 2.5 The “Smalls / Part-load” will be treated upto 1000 Kg (if not qualifying for Full Truck Load volumetrically) with maximum dimension upto 1m*1m*1m (L*W*H).
- 2.6 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 freight shall be made depending upon the actual weight or size of the consignment.
- 2.7 **For Hilly / Mountaineous Regions** the full load capacity of various category of vehicles shall be treated as under:

Particulars of category	<u>LCV</u> (Mini Truck)	<u>HCV</u> (Super Mini Truck)	<u>OBT / NORMAL TRUCK</u> (Open-Body Truck)	<u>MAV</u> (Taurus)
Minimum Chargeable Weight (KG)	2100	4200	5400	9000

S-3.0 **Full Truck Load (FTL) Certification for all category**

For the purpose of determining full truck load for any category of vehicle of the consignment due to reasons other than weight / volume (eg.urgency etc.) authorization by representative of concerned product commercial department / MM / CRX / BHEL sister unit / site in-charge / ROD shall be required.



In case, such consignment are not delivered within the normal transit time as mentioned in the clause 14 & 15 of GCC (Part-II) plus 2(two) 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-4.0 Door delivery/collection charges for smalls/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 CRX BHEL Bhopal and claim door delivery charges in their freight bills as mentioned below.

Weight upto 250KG	Rs.250/-
Weight more than 250 KG upto 500 KG	Rs.500 /-
Weight more than 500 KG upto 1000 KG	Rs.1000/-
Weight more than 1000 KG	Rs.1000/- + Rs.300/- per MT for weight more than 1000 KG on pro- rata basis.

Example:	Weight is 50 KG	Rs. 250/-
	Weight is 600 KG	Rs.1000/-
	Weight is 1500 KG	Rs.1000/- for 1000 KG + (500/1000) x300= 1000+150= Rs.1150/-

S-5.0 Go-down related expenses for smalls / part-load

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

- Un-loading charges shall not be payable.
- Re-loading charges of cranable items (Min.250 Kg.per item / per box) upto 250 Kg @ Rs.1000/- and for additional weight shall be payable @ Rs.500/- per MT.
- Re-loading charges for non-cranable items @ Rs.300/- per MT shall be payable for loading in BHEL vehicle(s).
- Sorting-out charges @ Rs.200/- per MT for sorting smalls consignments at transporter's go-down shall be payable wherever certified by the BHEL representative.

S-5.1 Go-down related expenses for full truck load

Go-down related above expenses (Para S-5.0) will be applicable in following full truck load also :

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



S-6.0 **MINIMUM CHARGEABLE DISTANCE** shall be 200 Km. However, for delivery of consignments to destinations within the municipal limits of Bhopal, the chargeable distance shall be 100 Km.

S-6.1 Minimum charges for smalls / part-load consignment shall be Rs.500/- irrespective of weight & distance.

S-7.0 **OVER DIMENSION CONSIGNMENT (ODC) CHARGES**

Consignment having dimensions exceeding the standard width or height mentioned at S-2.0 shall be treated as ODC consignment. In respect of such consignments ODC charges on proportional basis over the standard width (Upto 2500 mm) and height (Upto 2600 mm) will be payable on pro-rata basis. However, ODC charges shall be permitted in one dimension, whichever is of the greater value , only.

S-7.1 **MULTIPLE POINT COLLECTION AND PARKING CHARGES**

Multiple point collection / loading at Mumbai Sea Ports / Air Ports / Bhiwandi / JNPT / CHA Godown etc shall be done on specific instructions / authorization by CRX division of BHEL / Bhopal @ Rs.5000/- per extra loading.

During waiting period for collection of consignments at Sea Ports / Air Ports etc the Parking charges, if any , shall be reimbursed on production of original parking receipt having the vehicle no. mentioned in it.

S-8.0 **HILLY / MOUNTAINOUS REGION CHARGES**

For journey to / from / via / through hilly regions (destinations beyond Pathankot for Jammu & Kashmir , Rishikesh / Kashipur / Mohand in Uttarakhand and Parwanoo / Kiratpur in Himachal Pradesh) or any hilly regions in any part of the country as identified on case to case basis with the approval of BHEL, an additional 15% freight shall be paid over & above the applicable freight for the total journey.

S-9.0 **DIFFICULT TERRAIN CHARGES FOR J & K , NORTH-EASTERN, ODISHA AND CHHATTISGARH STATES**

For journey to / from / via / through North-Eastern states (destinations beyond Siliguri in North Eastern Sector) and movements within Jammu & Kashmir (applicable only for Anywhere to Anywhere Consignments) , an additional 60% freight over & above the basic freight for the total journey shall be paid.

For journey to / from / via / through Odisha State and Chhattisgarh State (For districts notified by government as Naxal affected as on Tender opening date) an additional 20% freight over & above the basic freight for the total journey shall be paid .

However, no additional hilly region charges are payable in such cases S-8.0.

S-10.0 **KEPT BLANK**

S-11.0 **INCENTIVE**

If the consignments are delivered in good condition before the normal transit time as mentioned in Cl.No.14.0 & 15.0 of GCC (Part-II) , a lumpsum amount shall be paid @ Rs.1000/- per day saved in transit subject to maximum 10% of freight bill.

S-12.0 **SCHEDULE OF RATES:**

The tenderer shall quote rates in the “**Schedule of Rates (Annexure-II)**” for all categories of transportation in both groups i.e. “**upto 500 Km (Group-1)**” and



“above 500 Km (Group-2)”. Tenderers are required to quote rates for all variants given in the Rate Schedule. Failure to strictly adhere to above would result in rejection of the bid.

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

S-13.0 BUSINESS VOLUME:

- 13.1 The Estimated Volume of Consignments, expected to be dispatched during the one year (12 months) period of operation of the rate contract, will be tentatively as per the details given in Annexure-II (in terms of Business Quantity) and may vary by +/- 15%.
- 13.2 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-14.0 EVALUATION & BUSINESS DISTRIBUTION:

- 14.1 The Business Quantity (BQ) is given in schedule of rates (Annexure-II) for Group-1 & Group-2 separately.
- 14.2 Transporters are required to quote for all categories in both the groups.
- 14.3 “Total quoted business value” shall be calculated by multiplication of rates and Quantity (BQ) of all categories, followed by summation of such value for all categories in all groups, which will be the basis for overall unique position of bidders, low to high L1, L2, L3 onwards. However, the lowest rate in each category (named as Picked-up L1 rates), shall be offered to overall L1 for acceptance in that particular category for arriving on final rates.
- 14.4 The award of the works shall be done at equated rates only.** Bidders will not be permitted to choose any selected variant/category.
- 14.5 Business is proposed to be distributed on maximum 05 (Five) parties subject to acceptance of the L1 rates. The business percentage distribution shall be as per Cl. No. 10.0 of GCC (Part-II).
- 14.6 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidder.
- In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives.
Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 14.7 In an eventuality, 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 and performance security deposit amount accordingly to eligible transporters on pro-rata basis.



S-15.0 ESCORT / TRACKING OF VEHICLE

- 15.1 If 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.
- 15.2 Transporter shall 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.
- 15.3 As and when requested by BHEL, transporter will provide mobile phone in working condition with trucks 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-16.0 PERFORMANCE REVIEW:

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

S-17.0 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.

S-18.0 These SPECIAL CONDITIONS OF CONTRACT (SCC) shall be read in conjunction with GENERAL CONDITIONS OF CONTRACT (GCC) , to the extent , applicable for truck transportation. In case of any conflict between the general conditions and special conditions, special conditions shall prevail.

Addl.General Manager (Logistics)
Bharat Heavy Electricals Limited, Bhopal.



Annexure-I

Pre-Qualifying Requirements & Criteria (PQRC)
(CHECK-LIST)

1	Name of the organization/ transporter		
2	Address for correspondence:		
3	Contact Person's Name/ Telephone Nos		
4	GSTIN No.: SAC Code: GST Rate: Applicable GST:		
5	Email Address Website (if any)		
6	MSME Certificate (Udyam Registartion)		
7	IBA Recommendation	Validity (Date): _____	Enclose copy as per CI.No.S-1.0 (a)
8	Ownership of vehicles Trucks: Min.20 Nos.	Trucks:_____(Nos)	Enclose copy of documents as per CI.No.S-1.0 (b)
9	Average annual turnover (Min Rs.6.43 Lakhs)	2017-18_____(Rs lakhs) 2018-19_____(Rs lakhs) 2019-20_____(Rs lakhs) Average _____(Rs lakhs)	Enclose copy of documents as per CI.No.S-1.0 (c).



10	Must have Positive net worth as on 31.03.20 Profit in at least one year during last three financial years ending 31-03-2020	YES / NO Profit: 2017-18_____ (Rs lakhs) 2018-19_____ (Rs lakhs) 2019-20_____ (Rs lakhs)	Enclose copy of documents as per Cl.No.S-1.0 (c)
11	Branches : Min.75 nos. of branches / authorized franchise offices covering Min. 10 states in India.	No. of Branches :_____ No. of Franchises :_____ No. of States Covered:_____	Enclose printed booklet as per Cl.No.S-1.0 (d).
12	Declaration	Affidavit – cum – undertaking on non-judicial stamp paper of Rs.100/-	Enclose affidavit as per Format-I

(Signature & Seal of Bidder)



FORMAT-I

AFFIDAVIT-CUM-UNDERTAKING

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorised submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).

4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action



under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed
Before me on this the___ day
of _____, 20__ at

NOTARY



ANNEXURE-II

SCHEDULE OF RATES
NIT Ref : LGX / RC / E - 00435

RATE CONTRACT FOR TRANSPORTATION BY TRUCKS (INCOMING & ANYWHERE TO ANYWHERE)

Sl.No.	Category	Rate Basis	Less than 500 Km (Group-1)			More than 500 Km (Group-2)		
			Business Quantity(BQ) (A)	Rate (Rs/ Km / ...) (B)	Business Value(Rs.) (AxB)	Business Quantity(BQ) (C)	Rate (Rs/ Km /...) (D)	Business Value (Rs.) (Cx D)
1.	SMALLS (Part-loads)	Per MT	6387			6748		
2.	LCV(Mini)	Per 3.5 MT	3090			10747		
3.	HCV(Super Mini)	Per 7 MT	4874			132373		
4.	TRUCK (Normal)/ OB (Open Body)	Per 9 MT	1772			1817		
5.	MAV (Multi-Axle Vehicle eg.Taurus)	Per 15 MT	2600			50315		

- a) The above figures are only indicative and may vary depending upon actuals and our operational requirements.
b) 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.
c) Transporters shall quote for all categories.
d) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlining, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else bid shall be liable for rejection.

Date:

(Signature & Seal of the Bidder)