

Annexure – I

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. SCOPE OF WORK:

The scope of contract covers **Transportation on Part Load Basis** of all consignments on door collection & door delivery basis as per following details: -

- a) From BHEL, Rudrapur to anywhere in India.
- b) From anywhere in India to BHEL, Rudrapur
- c) From Outside Rudrapur to outside Rudrapur within India will be either prepaid or on To pay basis.

Non availability of Branch/Franchise office will not form the criteria for non-lifting of any consignments. Even, in case where the transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and delivered at such points. Similarly, the transporter shall arrange for the collection of materials from such points and deliver at any such points.

2. Canvassing in any form, in connection with the Tender are strictly prohibited and such tenders are bound to be rejected. All information furnished by the bidder is taken to be authentic for evaluation of tender. Should any information found to be incorrect subsequently, at any later date, or during the tenure of the contract the contract shall be terminated and the SD shall be forfeited.

3. ODC :- (Outer Destination Charges):

Interior Locations/remote locations where bidder not having Offices/branches are termed as ODC Locations. In case of ODC extra charges will be payable to bidder and which will be fixed during work contract duration. ODC charges are fixed @Rs.1374 per ODC consignment. Fixed charges means no PVC applicable.

4. NOTICE / COMMUNICATION TO TRANSPORTERS

The order/notices or any correspondence to the transporter or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the addresses furnished by the transporters and these shall be deemed to have been served on the transporter on the date of delivery of such letters and the transporter shall carryout the orders without any delay. Requisition for lifting the consignments or any orders or notices shall be emailed to the bidder. In case transporter or his representative does not acknowledge BHEL letter of requisition for pick-up, the date of letter will be taken into consideration for further course of action. Pick-up Vehicles shall be arranged within 24 hours on receipt of requisition from BHEL Officials/BHEL Suppliers /Sub-Contractors / BHEL Customers **through letter / e-mail.**

5. **FREIGHT CHARGES:**

For all consignments transported on account of BHEL, the freight shall be charged as per the agreed rates between BHEL and Transporter. Specific mention shall be made on the LR/GR/Dockets at the booking point itself by the transporter that the consignment is transported "On account of BHEL, Rudrapur". If transporter collects any amount in excess of freight on the consignments, where freight is to be paid by BHEL, such amount shall be recovered from Transporter's bills.

The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statistical charges, Loading and Unloading enroute, toll taxes octroi etc., excluding tax and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of contract will be entertained. Tax shall be paid extra on the basis of proof of payment as per prevailing rate as on bill date. GST no. is required to be mentioned in the bill. PAN no. is also to be mentioned in the bill. In the absence of PAN no., processing of bills is not possible.

For any where to any where consignments/self consignments the LR/GR/Docket shall contain the remarks that materials are transported "ON ACCOUNT OF BHEL, RUDRAPUR".

Freight rates should be quoted on "**RATE FOR TRANSPORTATION OF PART LOAD TRANSPORTATION ON PER KG BASIS FOR 78MT**" based on the weight slabs irrespective of the distance. The materials are to be collected from / delivered to BHEL Rudrapur/ BHEL sites and from any where to any where.

(a) All bookings are to be made on account of "BHEL Rudrapur"

(b) **Besides Basic freight (Rs./Kg.) received through price bid, only docket (@Rs183 per docket) charge, ODC(@1374 per ODC consignment) & Tax shall be payable.**

6. Basic Charge per Docket/GR shall be payable shall be fixed irrespective of the size / quantum of consignment.

7. **APPROVED DISTANCES FOR DELIVERY DAYS SCHEDULE**

Station to station distances are calculated and approved by BHEL Rudrapur which is based on Road Distance Guide / Google maps. Information in this regard may be obtained from CDC Deptt. of BHEL Rudrapur. This list is reviewed periodically for inclusion of new destinations

- BHEL reserves the right to amend the distance at any point of time & transporter has to comply with it.

8. TRANSIT TIME & PENALTY FOR DELAYED DELIVERY

- i. The consignments collected shall be delivered within time without any delay. The total transit time allowed for delivery of the consignment (including booking and delivery time) is as follows:

Sl. No.	Description	Time Allowed
I	For Distance upto 500 KMs	7 Days
II	For Distance from 501 to 1000 KMs	10 Days
III	For Distance from 1001 to 1500 KMs	15 Days
IV	For Distance from 1501 to 2500 KMs	20 Days
V	For Distance beyond 2501 KMs	25 Days

In case the due date of delivery falls on **Sunday/Public holiday**, next working day will be treated as due date of delivery.

In addition to above, 01-day grace period shall be allowed to cover any unforeseen contingency which is beyond the control of transporters.

ii. PENALTY FOR DELAY IN DELIVERY

Non delivery of consignment within due date (after consideration of grace period) shall attract a penalty of 2% per week delay in delivery subjected to maximum 20% penalty.

Above penalty will be imposed on TOTAL FREIGHT (inclusive of Service Tax/GST) of the consignment except Octroi Charges (if any).

9. BUK/VOLUMINOUS CONSIGNMENTS

For Voluminous consignments, charges shall be computed as **1 Cubic ft = 10 Kgs.**

10. PRICE VAIATION IN FREIGHT

Basic freight (Rs./Kg.) should be quoted by the bidder on the basis of diesel price Rs. 88.62 IOCL Delhi per Liter dt.21.09.2021. Based on percentage increase/decrease in diesel price, the variation in payable freight shall be as follows: -

Variation shall be 20% of the percentage variation in diesel price at IOCL Delhi. The variation shall be allowed on the Basic freight (Rs./Kg.) & shall not be permissible on Docket Charge/ODC/etc.

Sample Calculation for PVC is as described below: -

PVC formula given below:

Di= Diesel rate on 1st day/15th Day of month on which dispatch is done

Do= Diesel base rate of IOCL Delhi(as on 21.09.2021 @ IOCL Delhi) i.e. Rs.88.62

RC= Basic Freight of consignment

RC1=Applicable freight charge per KG

$PVC = RC \times ((Di - Do) / Do) \times 20\%$

$RC1 = RC \pm PVC$

Example of PVC factor:

- Let the basic rate quoted by the bidder on this diesel price (RC)= Rs. 10.00 per Kg.
- Let at any time during the contract period diesel price has been increased(Di) to Rs.100 per Liter

$RC1 = 10 + 10 \times \{((100 - 88.62) / 88.62) \times 20\%\}$

$RC1 = 10 + 10 \times 0.02568$

$= 10 + 0.2565 = \text{Rs. } 10.256$

Note:- (1) PVC shall be applicable for all the segments of Basic freight.

(2) The variation in basic freight shall be applicable for both increase & Decrease in diesel price at IOCL Delhi.

(3) Freight variation shall be applicable at the start of each month. No variation is allowed in the middle of any month, irrespective of variation in diesel price.

11. The successful contractor with whom BHEL enters into a contract should ensure that all branches are kept informed of the contract with BHEL Rudrapur. BHEL's communication will be restricted to the transporters local office. In case any branch refuses to collect / deliver a consignment the party's local office should intervene and take necessary action. For other information like status of transit etc. the party's Local office will be contacted On Line Tracking of consignments shall be preferred. In case instances of refusal to lift consignments are frequent, the party will be removed from the contract and Security Deposit will be forfeited. Also whenever the contractor refuses to book a consignment alternate arrangement will be made by BHEL. If any extra freight charges are incurred in transportation of the same, the extra charges will be deducted from the contractor's bills. Further, action will be initiated against the contractor as deemed appropriate by BHEL. An E-mail/written request will be given to the contractor's Local Office by concerned BHEL executives, Vendors, Regional Office and if not lifted within 24 hours thereafter alternative arrangement will be made and extra freight expenditure as above will be debited to the contractor's account.

12. LOSS IN TRANSIT/DAMAGES/ SHORTAGES:

- (a) Transit Insurance of the consignments under transportation by the Transporter will be responsibility of BHEL/Consignee. However, Transporter will be responsible for any external damages as per the Carriage by Road Act 2007
- (b) In case of accident in transit, transporters shall register FIR to nearest Police Station & Report the case within 2-days to BHEL, Rudrapur for further action with open delivery certificate.
- (c) Transporters will obtain on **LR/GR/DOCKET/DOCKET** the shortage/damages clearly in specific numbers and not in general terms from the consignee.

The weigh, measurement and description of Goods/Materials mentioned in the Challans/Packing Lists/Loading Advise/Delivery documents/Shipment document of Company or the supplier shall besides other documents be the basis for assessing the Loss in transit and for recovery of damages compensation thereof. The transporters shall be responsible for any discrepancies found at destination, in respect of weight, measurements, quantities and soundness of the materials/Goods/Consignments. The transporters shall also be responsible for checking the packing conditions of consignments before he takes delivery of the same for transportation. Once the materials are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the transporters has pointed out any defects whatsoever

at the time of taking delivery from the consignors at the loading points and recorded the same in LR/GR/Docket.

In case of any shortages/damages whatsoever, besides not paying the freight charges on such consignments, the value of the materials short received/delivered or damaged will also be recovered from the transporter. In case of damages/shortages to consignments, the transporter shall arrange for Open Delivery Certificate.

Open Delivery Certificate shall be issued by the transporter or his representative preferably at the time of delivery of consignments or within eight days after delivery, failing which, loss incurred due to short delivery/delivery of consignment in damaged condition shall totally be recovered from the transporter without further notice.

13. PENALTY FOR NON-LIFTING

Pick-ups as and when requisitioned, by the BHEL or by BHEL's suppliers / sub-contractors/ customers / site offices the vehicles will have to be placed by the transporters within 24 hours through letter, e-mail, or and other mode of communication. If the vehicles are not placed within the stipulated time, BHEL reserves the right to transport the consignments through alternate means. In such cases of failure on part of the transporters, any extra expenditure / charges incurred by BHEL will be recovered from the transporters.

14. PAYMENT TERMS

Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited for the different categories. The payment terms are as follows :

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days
Wherever ILC payment terms are being given in tenders floated outside GeM	120 days

The transporter shall submit the freight bills (in triplicate copies) in totality, along with site receipt GR/Docket with no shortage or damage remarks.

Payment shall not be processed by merely submitting the freight bills. Each bill must accompany site receipt GR/LR.

The latest payment guidelines for MSEs shall be applicable for MSEs only.

15. SECURITY DEPOSIT (SD)

Security Deposit should be collected from the successful bidder. The rate of Security The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

16. MINIMUM CHARGEABLE WEIGHT:

The minimum chargeable weight allowed shall be 20 kg.

17. WORK DISTRIBUTION

Overall Work shall be distributed to Single bidder based on lowest cost to BHEL. *(Lowest cost is arrived after considering all the factors – Basic freight, ODC Charge & Docket charge). Decision taken by BHEL to arrive at lowest cost will be final & binding to all bidders).*

18. ARBITRATION

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successors or assignees in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties.

19. JURISDICTION

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar)

20. INDEMNITY

The contractor shall indemnify BHEL against all losses, claims etc. arising out of any of his acts of omission and commissions or out of the acts of his servants or agents.

21. EXTENTION/TERMINATION OF THE CONTRACT

BHEL reserves the right to extend or terminate the rate contract by a period of maximum 01 year or part thereof on mutual consent basis on the same rates, terms and conditions by giving a notice of 15 days before expiry of this contract.

BHEL also reserves the right to terminate the rate contract by giving 15 days notice to the transporter with whom the contract is signed, if the transporter's performance is not found satisfactory or due to any other factor affecting the interest of the BHEL.

22. BHEL reserves the following rights:

(a) To accept or reject any or all tenders without assigning any reason thereof.

23. FORCE MAJEUR CONDITION:

In case of force majeure condition flood, riots, road breaches, cyclone, earthquake, pandemic, local agitation etc. over which the transporter has no control will be informed to BHEL Rudrapur immediately by transporter. Any delay due to the above reasons shall be duly considered by BHEL Rudrapur on the merit of individual case on representation by the transporter with documentary proof. Breakdown of vehicle will not be considered as a Force Majeure Condition.