



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Phone: 040-23185365; e-mail: sdm@bhelhyd.co.in, Fax: 040-23020085

(COMMON MATERIALS MANAGEMENT - STORES)

Ref. No. HY/CMM-STORES/024/2014-'16

Date: 09.09.2014

NIT No. 19124

Queries were received regarding the NIT No. 19124 i.e. AITC 2014-2016 for Schedules IIA, IIB & IIC i.e. Incoming, Outgoing and Anywhere to Anywhere Consignments(from LCV to T2 Category Vehicles only).

The following Clauses were reviewed and amended as follows:

| Clause No. | Existing Clause | Amended Clause | | | | | | | | | |
|--|---|--|--------------|--------------|---------|---------------------------|---------------------------|------------|------------------|------------------|------------|
| Clause No.12.02 (II) on page no.25 of 66 | Inform the BHEL's underwriter and concerned BHEL official about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials. | Inform concerned BHEL official and the BHEL's underwriter, if information is available , about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials. | | | | | | | | | |
| Clause No.19 on page 27 of 66 | Transshipment of goods enroute from one vehicle to the other is not allowed. The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any transshipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior written approval of Executive/CMM-Stores or Logistics, furnishing the reasons for transshipment. No payment will be made in case of un-authorized transshipment. Penalty will be imposed for transshipment. | Transshipment of goods enroute from one vehicle to the other is not allowed. The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any transshipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior written approval of Executive/CMM-Stores or Logistics, furnishing the reasons for transshipment. Penalty will be imposed as follows: <table border="1"><thead><tr><th>S.No.</th><th>Vehicle Type</th><th>Penalty</th></tr></thead><tbody><tr><td>1</td><td>LCV/HCV/Open Truck/Taurus</td><td>Rs. 1000/-</td></tr><tr><td>2</td><td>Trailers(T1& T2)</td><td>Rs. 2000/-</td></tr></tbody></table> In exceptional cases, payment for unauthorized transshipment will be allowed on receipt of justification from the transporter and duly accepted by Head of CMM-Stores /Logistics with a penalty of double of the above penalty. | S.No. | Vehicle Type | Penalty | 1 | LCV/HCV/Open Truck/Taurus | Rs. 1000/- | 2 | Trailers(T1& T2) | Rs. 2000/- |
| S.No. | Vehicle Type | Penalty | | | | | | | | | |
| 1 | LCV/HCV/Open Truck/Taurus | Rs. 1000/- | | | | | | | | | |
| 2 | Trailers(T1& T2) | Rs. 2000/- | | | | | | | | | |
| | <table border="1"><thead><tr><th>S.No.</th><th>Vehicle Type</th><th>Penalty</th></tr></thead><tbody><tr><td>1</td><td>LCV/HCV/Open Truck/Taurus</td><td>Rs. 1000/-</td></tr><tr><td>2</td><td>Trailers(T1& T2)</td><td>Rs. 2000/-</td></tr></tbody></table> | S.No. | Vehicle Type | Penalty | 1 | LCV/HCV/Open Truck/Taurus | Rs. 1000/- | 2 | Trailers(T1& T2) | Rs. 2000/- | |
| S.No. | Vehicle Type | Penalty | | | | | | | | | |
| 1 | LCV/HCV/Open Truck/Taurus | Rs. 1000/- | | | | | | | | | |
| 2 | Trailers(T1& T2) | Rs. 2000/- | | | | | | | | | |

| | | |
|---|---|---|
| <p>Clause NO.41.03 on page no.35 of 66</p> | <p>Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 90 days from the date of presentation of the bill in triplicate along with necessary documentation as per SCC.</p> | <p>Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation as per SCC.</p> |
| <p>Clause NO.79 on page no.48 of 66</p> | <p>79.00 Submission of Day to Day Photographs of the consignment with vehicle and crew members along with bills. 79.01 Transporter has to take the day-to-day photograph of the consignment with vehicle and crew members covering all sides of consignment and vehicle from the day of loading to till the date of delivery. The transporter shall submit the set of Photographs along with bills to BHEL. If the transporter doesn't submit the Photographs along with the bill, BHEL shall not process the bills till submission of the photographs. If there is delay in payment due to the above reasons, BHEL is not liable to pay any interest to the transporter. However, in special circumstances if transporter fails to submit photographs along with bills, in such cases the Head of CMM & Logistics/BHEL shall take appropriate decision at his discretion on case to case basis on merits.</p> | <p>79.00 Submission of Day to Day Photographs of the consignment with vehicle and crew members along with bills are not required. However, BHEL reserves the right to obtain photographs of loading, enroute and unloading each by e-mail for the important consignments and prior information will be provided at the time of booking itself.</p> |
| <p>Clause NO.7.02 on page no.19 of 66</p> | <p>The transport contract is valid for one year from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.</p> | <p>The transport contract is valid for two year from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.</p> |

The following Clauses were reviewed and no changes are made.

| Clause No. | Existing Clause | Remarks |
|--------------------------------------|--|-----------------------------------|
| <p>9.07 Page No. 22 of 66</p> | <p>If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractors and consignment got released and delivered in time.</p> | <p>Reviewed & no changes.</p> |

| | | |
|---|--|-----------------------------------|
| <p>Clause No.9.08 on page no.22 of 66</p> | <p>The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, Road Permit (Manual/Online), Excise Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of materials and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case such excise invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "excise invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.</p> | <p>Reviewed & no changes.</p> |
| <p>Clause No.37 on page no.33 of 66</p> | <p>INCOMING MATERIALS: For preparing 'C' note for all the materials coming to BHEL, R C Puram, Hyderabad(Incoming), related documents like LR Copy, Delivery Challan, Invoice and Duplicate Transporter copy along with one Xerox copy is to be submitted in the C note section. After preparation of 'C' note, 'C ' note document should be collected and to be submitted in the Collection Cell.</p> | <p>Reviewed & no changes.</p> |
| <p>Clause No.41.04 on page no.35 of 66</p> | <p>For the consignments booked on "To Pay" basis, where the transporter has to realize payment from the BHEL's customer/Vendor and the BHEL's customer/Vendor does not make the payment, BHEL will accept the freight bills subject to:</p> <ul style="list-style-type: none"> i. Submission of Non-Payment Certificate issued by the BHEL's customer/Vendor to the transporter on Performa as specified by BHEL ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance of BHEL. | <p>Reviewed & no changes.</p> |
| <p>Clause No.78.01 and 78.02 on page no.47 of 66</p> | <p>78.01 During the processing of the bills or at any time, if BHEL finds that transporter has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills/claims claimed by the transporter to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.</p> <p>78.02 Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per clause no. 66 of Pg-42 for the delay in delivery of the consignments from any pending bill/security deposits of the transporter pending with BHEL or through appropriate legal recourse.</p> | <p>Reviewed & no changes.</p> |

77.00 **LOAD DISTRIBUTION :**

Reviewed & no
changes.

No. of transporters planned for each Schedule are as follows:

| S.No. | Schedule | No. of transporters |
|-------|----------|---------------------|
| 1 | II A | 8 |
| 2 | II B | 10 |
| 3 | II C | 8 |

In the event of rate contract being finalized on less than planned number of transporters, the business volume would be redistributed among the eligible transporters.

Business distribution for each transporter shall be based on the following formula:

Assuming business to be distributed among "n" parties finalized , the % business for

$$L_x = 100 * (n-x+1) / \sum n \text{ (for } n=1 \text{ to } n)$$

Example 1: Assuming the business to be distributed among 8 parties, the business for the parties will be as below:

$$\sum n = (1+2+3+4+5+6+7+8) = 36$$

$$L_1 = 100x(8-1+1)/36 = 22\%$$

$$L_2 = 100x(8-2+1)/36 = 19\%$$

$$L_3 = 100x(8-3+1)/36 = 17\%$$

$$L_4 = 100x(8-4+1)/36 = 14\%$$

$$L_5 = 100x(8-5+1)/36 = 11\%$$

$$L_6 = 100x(8-6+1)/36 = 8\%$$

$$L_7 = 100x(8-7+1)/36 = 6\%$$

$$L_8 = 100x(8-8+1)/36 = 3\%$$

Example 2: Assuming the business to be distributed among 2 parties as against the requirement of 8 parties indicated, the business for the parties will be as below:

$$\sum n = (1+2) = 3$$

$$L_1 = 100x(2-1+1)/3 = 67\%$$

$$L_2 = 100x(2-2+1)/3 = 33\%$$

In case of a tie in the position/ranking, the averaged audited turnover of the last three completed financial year (2010-11, 2011-12 & 2012-13) shall be the basis for the deciding the ranking/position. The bidder having the higher total turnover shall be positioned/ranked better.

Example: If two bidders A & B are tied at the L3 position & B has the higher turnover. Hence, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.

Requests were received to incorporate the following Clauses and no changes are made.

| S.No. | Requested Clause | Remarks |
|-------|--|------------------------|
| 1 | Grace period:- In all BHEL contracts minimum 2 days grace period is allowed while calculating transit / delay penalty, the same may please be incorporated. | Reviewed & no changes. |
| 2 | Loading and Incidental charges at SAIL and RINL Steel plants We find loading and incidental charges not specified in NIT which we are incurring in SAIL and RINL plants whereas it was @ Rs.200/- per MT in earlier contract. The same may please be maintained. | Reviewed & no changes. |

(Sd/-)
DGM/CMM-Stores