



**TENDER/CONTRACT DOCUMENTS**  
Comprising of  
**TENDER and GENERAL**  
**TERMS & CONDITIONS**  
OF  
**ALL INDIA ROAD TRANSPORTATION**  
**RATE CONTRACTS**



Central Despatch Cell  
Bharat Heavy Electricals Limited  
BHOPAL (MP)

Document No. CDC/T&G-TC/02e/July'07





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## **TENDER TERMS & CONDITIONS:**

### **T-1 Tenderers shall take note and ensure the following:**

- T-1.1 All the clauses of the tender, general and special terms & conditions shall be read thoroughly and well understood before tender is submitted.
- T-1.2 Tenderers to ensure avoiding errors and take utmost care to ensure that their tenders are not rejected due to incomplete bid submission.
- T-1.3 Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- T-1.4 The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- T-1.5 Self-certification affidavit cum agreement as per Annexure to be executed on non-judicial stamp paper and submitted with the 'techno-commercial' bid.
- T-1.6 The offers of bidders who do not meet/found to materially deviate from any of the contract conditions are liable to be rejected.
- T-1.7 The tenderers shall closely pursue all the clauses of the tender documents under '**Tender, General and Special Terms & Conditions**', and all annexure thereto before quoting. If the tenderer 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.
- T-1.8 Before submitting the bid, the tenderers are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, despatches etc. No claim will be entertained later on the ground of lack of knowledge.
- T-1.9** Annexure attached with the tender documents forming part for submission in totality, but not limited to are as under:-

1. SCHEDULE OF RATES (Price-bid), to be submitted in sealed envelope as specified in 'Special Terms & Conditions'.
2. Self-certification affidavit cum agreement, Annexure 'T-1'
3. Prescribed LR/Consignment Note [*BHEL Specific*] to be serially print numbered affixing 3-digit alpha code of transporter, Annexure 'G-1'.
4. Prescribed Performa to be pre-printed on reverse of '**Freight Bill Copy**' of L R (Consignment Note) for obtaining acknowledgement of consignee receiving the goods and consignee's endorsement regarding payment made, if any, for 'to pay' consignments, Annexure 'G-2'
5. Prescribed freight bill Performa [*BHEL Specific*], Annexure 'G-3'.
6. Prescribed freight bill processing Performa, Annexure 'G-4' for use on fully computerised scenario.
7. Prescribed 'Notice of Damage/shortage/discrepancy' on delivery of consignments, Annexure 'G-5' for submission with freight bill(s).

### **T-2 SUBMISSION OF SEALED TENDERS:**

- T-2.1 SEALED TENDERS UNDER TWO-PART BID SYSTEM are invited for entering into All India Rate Contract for Transportation of Consignments under following categories separately.



### T-2.1.1 CATEGORY OF ROAD TRANSPORTATION

| SNo | Category of transportation   |
|-----|--|
| 1   | TRUCKS, including –<br>Mini, Normal & Open body and Small/Part-load. |
| 2   | MECH. TRAILER  |
| 3   | HYDRAULIC TRAILER  |

### T-2.1.2 SCOPE OF ROAD TRANSPORTATION

1. **Incoming consignments** of materials, equipment and sundry items from our sub-contractors/ supplier works/SAIL stock yards/Air & Sea Ports/ Customer's sites or works at any point in India **to our works at Bhopal.**
2. **Outgoing consignments** of equipment, materials and sundry items **from our works at Bhopal** to any destination in India on site/door/godown delivery basis including Northeastern states and all hilly/mountainous areas in India.
3. **Consignments** of materials, equipment and sundries **from any point to any point in India**, including Northeastern states and all other hilly/mountainous areas in India.
4. Outgoing, Incoming & any point to any point for specific Project/ Customer/ Region, under warranting situations.

T-2.2 BHEL is dispatching goods to our various sites/customers spread over throughout country's cities as well as remote working sites involving transportation of consignments to hilly terrain in various states and vice-versa including destination specific/project specific also.

T-2.3 Before quoting for the work, the tenderer should ascertain the nature of the transportation requirements and quote keeping all the factors in mind and take into account all incidental expenditure related with transportation.

T-2.4 BHEL will not pay any extra charges for any reason after acceptance of the rate contract even if it is found later that the transporter has misjudged the nature and scope of work.

### T-3 TENDER SUBMISSION:

T-3.1 Tenders shall be submitted in double covers under **two-part bid system** i.e. Techno-commercial' and '**price**' bids respectively **as depicted below.**

1. **The outer cover** should only bear the address of this office and should not have any indication that a tender is within it.
2. **The 2 (two) inner covers** shall respectively contain 'Techno-commercial' in one and '**price**' bid in another, duly super-scribed with the tenderer's name, tender no. and due date.
3. All the bids shall invariably be **wax-sealed** with tenderer's **distinctive SEALS** and addressed as above.

T-3.2 The tenders duly filled in and complete in all respect shall be dropped in the tender box located in the Central Despatch Cell **till 12.00 Hrs.** on the tender opening date as noted in the Notice Inviting Tender.



- T-3.3 The 'techno-commercial' bids against two-part bid system or the 'price-bids' against single-part bid system received **shall be opened at 14.30 hrs.** in the Conference Room/CDC located within the office of AGM(CDC) on the tender opening date in presence of Tenderers or their representatives who may be present.
- *Tenderers are advised to note and strictly follow the time schedules and other related points as noted at preceding paras, to avoid inconveniences later.*
- T-3.4 The 'price bids' of two-part bid system shall be opened in respect of only those parties who, after scrutiny/evaluation are found to meet the requirements of tender conditions, general terms & conditions and special terms & conditions. The date & time of opening of price bids against two-bid system will be conveyed to the Tenderers separately, wherein the bidder's representatives may be present.
- T-3.5 Tenderer must fill all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. The information furnished shall be complete by itself.
- T-3.6 The tenderer shall quote the rates in English Language and international numerals. **The rates shall be entered in figures as well as in words.** For the purpose of the tender, the metric system of units shall be used.
- T-3.7 All entries in the tender shall either be typed or be in ink. Erasers and overwriting are not permitted and may render such tender liable to summary rejection. The tenderer shall duly attest all cancellations and insertions.
- T-3.8 Bidder's offer, remarks, and any deviations shall be with reference to clause numbers/Annexure ref. of the tender documents.
- T-3.9 Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD/PSD forthwith.
- T-3.10 Belated and revised offers:** Belated and revised offers after opening of the tender shall not be considered, but BHEL reserves the right to invite fresh tenders or to negotiate for reduction in rates/terms of offer with lowest tenderer first.
- T-3.11 The tenderer shall furnish following, duly enclosing documents relating thereto.
- Authorised signatory** shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorised/empowered to act on behalf for the specific purpose.
  - Power of Attorney:** An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
  - In case of an Individual,** full name, address, place & nature of business and license relating to.
  - In case of Partnership Firms:** The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do
  - BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They



may, however, recognize such power of attorney or change in status only after legal advice.

#### **T-4.0 EARNEST MONEY DEPOSIT (EMD)**

- T-4.1 The tenderer is required to submit an Earnest Money Deposit (EMD) 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, Bhopal" along with the 'techno-commercial' bid of 2-bid system. Tenders not confirming to this condition will be summarily rejected.
- T-4.2 The Earnest Money Deposit (EMD) will be refunded to unsuccessful Tenderers within a reasonable time after the award of the contract. For successful Tenderers, the same will be converted and adjusted against performance security deposit.
- T-4.3 EMD shall be forfeited, if the tenderer withdraws his offer during the validity period or fails to sign the contract agreement, after award of the contract.
- T-4.4 Earnest Money Deposit (EMD) shall not carry any interest.

#### **T-5.0 OFFER VALIDITY:**

- T-5.1 Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of bid opening.
- T-5.2 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 Bhopal as per 'freight escalation' clause G-29.
- T-5.3 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'.
- T-5.4 Tenders not submitted on prescribed format, Submission otherwise and incomplete shall be summarily rejected.
- T-5.5 The tenderers 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.

#### **T-6.0 BHEL RESERVES THE RIGHT TO: -**

- T-6.1 Accept or reject 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.
- T-6.2 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.





- T-6.3** 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.
- T-6.4** **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.
- T-6.5** **Cancel/terminate** the work order/contract at any time during its currency without assigning any reasons whatsoever.
- T-6.6** Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- T-6.7** Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- T-6.8** Approve such number of transporters as may warrant for smooth operational requirement.
- T-6.9** 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.
- T-6.10** To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- T-6.11** 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 over-riding 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.
- T-6.12** 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:
- i. Establishing local office with facilities as required.
  - ii. Submission of Contract agreement.
  - iii. 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.
  - iv. Verification of the original documents relating to the vehicles submitted for meeting eligibility criteria.
- T-7.0** **BID EVALUATION CRITERIA:**
- T-7.1** Techno-commercial bids (part-1) 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).
- T-7.2** 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. Total cost indices so arrived shall be compared amongst tenderers and graded L1, L2, L3, ... .. Ln, being L1 lowest.
- T-7.3** No deviation shall be allowed in techno-commercial (Part-1) bid. In case of deviations, the bids shall be summarily rejected.



**Annexure 'T-1'**

(to be executed on non-judicial stamp paper worth Rs. 100/-)

To,

Bharat Heavy Electricals limited, Bhopal.

*Acting through the:*

Addtl. General Manager (CDC)

Central Despatch Cell

Block-VI Annexe, Ground Flr, W/Wing.

1. We..... (IBA Code ..... ) have read the 'Tender conditions, General and Special terms & conditions' of tender No. CDC/E-..... attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of Rs. ..../- (Rupees ..... Lakhs only) is herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Bhopal duly noting the provision of 'Performance Security Deposit' in the manner as provided under clause G-2.0, in case we are approved as successful tenderer.
4. The full value of EMD/SD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -  
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed.  
We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. Verified and signed today, the ..... (day) of ..... (month) ..... (year) at ..... (place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:

(Signature of the tenderer affixing official stamp)

Complete address of the tenderer:

*Name & address of witnesses:*

Name:

1.

Designation/Position:

Address:

2.

Tel. No.

Fax No.

e-mail id:

Note: For EMD amount, refer tender notice.





## **GENERAL TERMS & CONDITIONS**

### **G-1.0 CONTRACT AGREEMENT:**

- G-1.1 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 Rs. 250/-. Business loading shall commence only on compliance.
- G-1.2 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*.
- G-1.3 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-2.0 PERFORMANCE SECURITY DEPOSIT (PSD)**

- G-2.1 The transporter shall submit within a maximum period of thirty (30) days from the award of contract/ letter of intent, a 'performance security deposit' (PSD) in favour of 'Bharat Heavy Electricals Limited, Bhopal' in the form of Bank Guarantee from scheduled bank/public financial institutions as defined in the Companies Act subject to a maximum 50% of the total 'performance security deposit value'. The balance 50% has to be remitted either by cash or in the form of a security as noted herein below at clause G-2.4. Bank Guarantee format shall have the approval of BHEL.
- G-2.2 The rate of Performance Security Deposit will be as below w.r.t. business volume:

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

- G-2.3 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.
- G-2.4 The transporter may also submit the 'performance security deposit' alternatively in any of the following manner:-
- Pay Order, Demand Draft drawn in favour of M/s "Bharat Heavy Electricals Limited, Bhopal" 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 favour of BHEL and discharged on the back)



- iv. 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 Bhopal duly discharged on the back.
- v. 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.
- vi. The Performance Security Deposit shall not carry any interest.

**G-2.5 Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.**

**G-3.0 TENURE, EXTENTION & TERMINATION OF CONTRACT:**

**G-3.1 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.

**G-3.2 EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, Bhopal 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.

**G-3.3 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.

**G-3.4** 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.

**G-3.5** 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.

**G-3.6** 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.



- G-3.7 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.
- G-3.8 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.

#### **G-4.0 SUB-LETTING OF WORK:**

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.

- G-4.1 However, hiring of vehicles and services from other transporters/agencies/ brokers of repute in the market is permitted for Truck and Mechanical Trailers.
- G-4.2 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.
- G-4.3 Violation shall lead to forfeiture of Performance Security Deposit and finally termination of the contract.

#### **G-5.0 TRAFFIC REGULATIONS & REQUIREMENTS:**

- G-5.1 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.
- G-5.2 The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- G-5.3 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.
- G-5.4 It shall be the responsibility of the transporter to provide at his cost trained and licensed personnel for running the vehicles.
- G-5.5 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.
- G-5.6 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.
- G-5.7 Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.



- G-5.8 Transporters shall ensure that Motor Vehicle Act 1989 (as amended upto date) is strictly followed as applicable. Vehicles must carry upto date fitness, road permit, insurance and related documents/ certificates.
- G-5.9 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.
- G-5.10 Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

**G-6.0 ROUTE PERMIT/NATIONAL PERMIT/CLEARANCE:**

- G-6.1 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.
- G-6.2 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-7.0 PROTECTION/SAFETY OF CONSIGNMENT DURING TRANSIT:**

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s). The transporter shall ensure: -

- G-7.1 Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.
- G-7.2 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.
- G-7.3 To protect the consignments from rains in warranting situations, transporters shall ensure Tarpaulin covering to the consignments.
- G-7.4 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.
- G-7.5 Lashing to be proper and safe. The transporter to check the same and to be satisfied before departing from work premises.
- G-7.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.



#### **G-8.0 SAFETY OF CONSIGNMENT:**

- G-8.1 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.
- G-8.2 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.
- G-8.3 The transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- G-8.4 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.
- G-8.5 Transporter shall auction no 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.
- G-8.6 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-9.0 STATUTORY OBLIGATIONS OF TRANSPORTER:**

- G-9.1 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.
- G-9.2 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.
- G-9.3 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.
- G-9.4 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-10 INDEMNITY:**

- G-10.1 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.
- G-10.2 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.
- G-10.3 The transporters approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
- (i) Observance of Labour & Industrial Laws.
  - (ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
  - (iii) Documentary compliance relating to freight billing.
  - (iv) Indemnity shall cover the entire transit right after loading to the unloading at destination.

#### **G-11 TRANSSHIPMENT:**

- G-11.1 For consignments despatched by Hydraulic trailers, transshipment [*unloading from vehicle and then reloading on to another vehicle*] en-route is NOT PERMISSIBLE. Midway unloading and transshipment may however be permitted in exceptional cases, e.g. on customer's request, accident en-route or other *bonafide* reasons, provided approval is taken from BHEL in advance.
- G-11.2 For transportation by trucks and mechanical trailers, transporters shall endeavour that direct to destination vehicles are placed in advance for loading the consignment(s) and collection of despatch documents. BHEL shall specify the consignments where no transshipment is allowed and this shall be ensured by the transporter.
- G-11.3 In all cases of transshipments; the entire responsibility for safety of goods shall be at the risk and cost of the transporter.
- G-11.4 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.





- G-11.5 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.
- G-11.6 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.
- G-11.7 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.
- G-11.8 Vehicle carrying consignment on full truckload [FTL] basis shall not carry any other FTL consignment in the same vehicle en-route. Should such a case be found, freight payment shall be restricted to single consignment only.

**G-12 PLACEMENT OF VEHICLES & LIFTING OF CONSIGNMENTS:**

- G-12.1 The vehicle will be normally required to report to our specified places between **9.00 AM to 3.00 PM** on working days. The transporter should provide the vehicles normally within two (2) days for trucks, three (3) days for mechanical trailers and seven (7) days for hydraulic trailers from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading consignment. The exit timings shall be generally upto 6.00 PM on working days.
- G-12.2 The transporters shall also ensure that Motor Vehicle Act/Rules stipulations are strictly followed. It will be the transporter's responsibility to deploy proper vehicles to transport consignments covered under the scope of work of the rate contract w.r.t. the axle and tyre configuration ensuring the load bearing capacity as per Motor Vehicle Act/Rules stipulated by Ministry of Road Transport & Highways.
- G-12.3 The vehicle(s) required to be deployed under the transportation rate contracts will be in roadworthy conditions, to give uninterrupted service to the BHEL. In case transporters fail to place/deploy vehicle(s) after confirming, BHEL shall be at liberty to make suitable alternative arrangement. All additional expenditure as also damage/losses incurred by the BHEL as a result of break-down of the transporter's vehicle(s) or transport arrangement, will be payable by the transporter to the BHEL and such damage/losses shall determined by the BHEL at its sole discretion.
- G-12.4 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 at transporter's risk & cost. In such cases a token penalty per day may be levied by BHEL at its discretion on the transporter after 24 hours, this shall be deducted from their running bills for each day of delay for maximum one week.
- G-12.5 Suppliers from various parts of the country shall approach the approved transporters for placement of suitable vehicles for transportation under rate contract. Complaints in writing by the suppliers on non-placement within seven (7) days, for more than three (3)



occasions shall disqualify the concerned transporter for loading of the consignments for one month

- G-12.6 Transporter failing to place vehicle(s) required within the period intimated at Bhopal/BHEL sister units/BHEL or customer sites/supplier/sub-contractor's works and at Ports as required by RODs will be considered as a defaulter and business loading on them could be suspended temporarily. Repeated failures in placing the vehicles may lead to **stoppage** of business loading and even **cancellation** of the rate contract.

### **G-13 CONSIGNMENT WEIGHT/MEASUREMENTS:**

- G-13.1 The weight shall be taken as per actual weighbridge record of BHEL for consignments upto 60 MT-GVW. For consignments weighing more than 60 MT, the reading shown in digital/analogue crane scale wherever available shall be applicable. In cases where either crane scales are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the drawing or packing list shall be reckoned.
- G-13.2 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.
- G-13.3 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.
- G-13.4 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.
- G-13.5 The transporters are expected to club various incoming goods from different suppliers and deliver to Bhopal 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' LR's will not be allowed.
- G-13.6 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-14 CONSIGNMENT NOTE CERTIFICATION:**

The following information shall invariably be **legibly and clearly indicated on the BHEL specific** (as per Annexure 'G-1' attached) **Consignment Note** (i.e. LR) by the transporter at the time of loading of the consignment and prior to certification of despatch by the consignor / customer: -

- i) Registration No(s). of the vehicle(s).
- ii) Weight, dimensions and No. of the packing cases or liquid quantity in KL.
- iii) Name & address of the consignor with specific destination.
- iv) Description of the consignments with BHEL Purchase Order (PO) reference.



- v) Distance to destination in kM and rate of freight.
- vi) Despatch Control Record entry No. and reference to all other relevant information of Despatch Advice Note, Excise Invoice, and Way Bill/Permit etc.
- vii) Freight details and consignment value.

#### **G-15 TRANSIT INSURANCE:**

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.

- G-15.1 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.
- G-15.2 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.
- G-15.3 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-16 VEHICLE MOVEMENT REPORTING:**

- G-16.1 The transporters shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, e-mail, web based monitoring system or any other mode desired by BHEL at regular intervals.
- G-16.2 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 AGM (CDC) and product Commercial group without fail.

#### **G-17 DETENTION, DEMURRAGE, WHARFAGE & STORAGE:**

- G-17.1 Except as provided in 'Special Terms & Conditions'; no detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.
- G-17.2 However, godown/storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorised en-rota 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-18 ROUTE & DISTANCE:**



- G-18.1 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.
- G-18.2 **The distance for the purpose of freight admissibility shall be the shortest route exhibited in the Motoring Guide of India (latest edition) 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 etc.
- G-18.3 Notwithstanding (G-18.2) 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.
- G-18.4 Where longer route becomes necessary due to validly unavoidable circumstances, the transporter shall documentarily evidence e.g. news clippings/ photographs of road obstructions/ diesel filling bills/ endorsement from PWD, RTO check posts etc. along with the freight bill.
- G-18.5 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 alongwith freight bill for claiming the distance as per redirected route.
- G-18.6 The minimum distance chargeable will be 50 kMs, which shall include transportation of consignments within and around of BHEL factory premises within local municipal limits and when the consignments are called back to plant after exit by BHEL due to *bonafide* reasons. However, if the vehicle is brought back inside plant for correction in lashing, loading, packing etc. no freight charges shall be paid for such trips.

#### **G-19 TRANSIT PERIOD:**

- G-19.1 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'.
- G-19.2 Transporters shall make available the delivery information within 2-3 days of delivery in all cases referred to them by BHEL.
- G-19.3 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-20 DESPATCH DOCUMENTS:**

- G-20.1 While accepting the consignments for transportation, the transporter shall ensure to collect all the necessary documents from the consignor viz.
- i. Despatch Advice Note/Challan,



- ii. Excise Invoice (Pink/ Duplicate) indicating PO reference,
- iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
- iv. Consignee Copy of LR for door delivery,
- v. Road Permit/Waybills etc. wherever applicable,
- vi. SMIV/PMIV/Excise Gate Pass, wherever applicable.

G-20.2 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.

G-20.3 In case the transporter fails to deliver original Excise Gate Pass (*duplicate for transporter to claim Modvat*) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on transporter.

G-20.4 Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, transporter shall collect the same from customer's office en-route.

G-20.5 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-21 SPECIAL FACILITIES REQUIRED AT MUMBAI:**

The transporters involved in transportation of consignments through our ROD/Mumbai will have to ensure the following: -

G-21.1 Posting of a skilled and educated staff exclusively for liaison and coordination with ROD/Mumbai to ensure smooth functioning.

G-21.2 Godown facility to book and store small consignments immediately after port clearance for despatch to Bhopal after due consolidation.

G-21.3 All transporters to ensure day-to-day communication with CRX-BHEL Bhopal immediately after receipt of goods at their godown at Bhopal.

## **G-22 SPECIAL CONDITIONS FOR LIFTING OF "STEEL"**

G-22.1 **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, Bhopal and/or desired locations inclusive of all related activities/handling.

G-22.2 The total quantity to be lifted by trucks 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.

- G-22.3 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 Bhopal.
- G-22.4 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.
- G-22.5 **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.
- G-22.6 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.
- G-22.7 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.
- G-22.8 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 DGM (CRX) so as to enable them to take up with the authority concerned for obtaining extension.
- G-22.9 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-23 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-24 DELIVERY & ACKNOWLEDGEMENT:**

- G-24.1 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.
- G-24.2 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, Bhopal for incoming consignments.
- G-24.3 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, Bhopal 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.
- G-24.4 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.
- G-24.5 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.
- G-24.6 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.
- G-24.7 No other miscellaneous charges will be paid against such consignments both for incoming/ outgoing cases irrespective of nature of booking including godown delivery consignments.
- G-24.8 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.



- G-24.9 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.
- G-24.10 The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- G-24.11 Transporters shall ensure submission of damage/shortage/loss certificate in the prescribed *Annexure G-5*, 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.
- G-24.12 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.
- No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.

#### **G-25.0 VOLUMETRIC WEIGHT EQUATION:**

The mechanical trailer consignments strictly falling under *light & voluminous* category of single unit having at least one dimension more than standard consignment dimensions noted at relevant clause of Special Terms & Conditions and *wherever unable to mention the weight of packages*, shall be paid @  $1\text{m}^3=282.50\text{ kGs}$  (1 cft = 8.0 kGs).

- G-25.1 In such cases, the volume-equated weight or actual weight, whichever is higher, will be taken for claiming freight subject to the C-I category of the approved rates.
- G-25.2 In case the consignments are booked on volume equated weight basis, the **dimensions and volume-equated weight should be invariably certified** on LR from booking station.
- G-25.3 In case of any dispute/ disagreement on weight/measurement, the decision of AGM (CDC)/(CRX) shall be final and binding on the transporter.

#### **G-26 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, inspite of advance intimation, such crane charges would be recoverable from the transporters.

#### **G-27 PENALTY FOR DELAY IN DELIVERY:**



- G-27.1 If consignments are not delivered within the **transit schedule [transit time]** reckoning the permissible speed plus 2 (two) days grace period], a penalty @ **2% of the basic freight charges per week of delay or part thereof** subject to a maximum of 10% shall be levied.
- G-27.2 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.
- G-27.3 Additional grace period for the purpose of penalty computation, as given hereunder shall be allowed on documentary substantiation in following cases.
- |      |   |                        |
|------|---|------------------------|
| i.   | At each railway crossing<br>(For o/h height barrier removal or/and power shutdown only) | .... 4 working days    |
| ii.  | From / to hill regions/N.E.Regions  | .... 5 days            |
| iii. | Octroi /Entry Tax clearance   | .... 2 days or actual. |
| iv.  | SELF and DELIVERY AGAINST CONSIGNEE COPY  | .... 7 days.           |
- G-27.4 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.
- G-27.5 **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*.
- G-27.6 Delay attributable to above force-majeure conditions will be reviewed by AGM(CDC/CRX) on representation by transporter on case to case basis for granting relief on merit.
- G-27.7 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 despatch 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/AGM(CDC).
- G-28 FREIGHT PAYMENT:**
- G-28.1 Mode of payment of freight will be either on:
- G-28.1.1 **"To Pay"** [TP] (*i.e. to be paid by our Consignee/Customer*) basis after receipt of goods at destination, or
- G-28.1.2 **"To be billed"** [TBB] (*to be paid by BHEL*) after satisfactory delivery of goods to Consignee/Customers or to our stores at BHEL Bhopal and production of documentary evidence in support thereof.



- G-28.2 All freight payments for (a) incoming consignments to Bhopal and (b) from one destination to another, under category '**To be billed**' will be paid at Bhopal through CRX.
- G-28.3 For Outgoing consignments despatched from Bhopal under 'To be Billed' category, payment will be made at Bhopal only after submission of acknowledgement from site/customer in the prescribed manner, through CDC.
- G-28.4 All freight payment will be made by Cheque after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- G-28.5 Payment of freight bills shall normally be made within (ninety) 90 days of presentation of the bill as prescribed in Annexure G-3 duly supported with the acknowledgement on the LR/GR, in duplicate in the prescribed manner on Mondays to CDC/CRX. 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.
- G-28.6 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 Bhopal will accept the freight bills subject to: -
- Submission of **Non-Payment Certificate** issued by the consignee to the transporter on Performa as specified by BHEL AT annexure G-2.
  - 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.
- G-28.7 Freight Bills submitted after 90 days from the date of delivery** will not be accepted unless transporter explains the delay in writing.
- G-28.8 For extra weight carried by the vehicle beyond the capacity due to exceptional circumstances, payment will be made on pro-rata basis.
- G-28.9 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.
- G-28.10 Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 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-29 FREIGHT ESCALATION:**
- G-29.1 The base freight rates agreed between BHEL and the transporter for trucks and mechanical trailers would increase/decrease by 30% of percentage increase/ decrease in the rates of diesel prevailing over the **base rate on the date of bid opening.**



In case of hydraulic trailers an increase/decrease of two (2) paise per km/MT will be allowed for every one rupee per litre increase/decrease in rate of diesel.

G-29.2 Any increase/decrease so allowed to the transporters will be added to or subtracted from the basic freight rate. This increase/decrease will be computed only quarterly basis as under:-

i. The Average Rate for three (3) months will be calculated as below: -

$$\frac{\text{Sigma (Applicable Rates x No. of Days for which applicable)}}{\text{Total Number of Days in the quarter.}}$$

ii. The rates of diesel will be based on the documents as obtained by BHEL from the offices of the PSU Oil companies like, IOCL, HPCL, etc. applicable to Bhopal region.

G-29.3 The period of three months will be reckoned from a date, 15 Days prior to date of a quarter. The increase/decrease in rates due to price variation in 'retail selling price' [RSP] of diesel will be applicable for a period of next three months.

- For example, RSP during 16<sup>th</sup> June to 15<sup>th</sup> September will apply for despatches in following October-December quarter.

G-29.4 Freight increase on any other account will not be permissible.

### **G-30 LOADING AND UNLOADING CHARGES:**

G-30.1 BHEL shall be responsible for loading of all outgoing & unloading of all incoming consignments in its factory premises.

G-30.2 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.

G-30.3 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-30.4 No unloading charges shall be allowed for consignments delivered in damaged condition.

### **G-31 OCTROI/ENTRY TAX:**

G-31.1 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.

G-31.2 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-32 PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:**

- G-32.1 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.
- G-32.2 Business distribution as specified in Special Terms & Conditions may therefore, vary from time to time, depending upon the performance of the transporters.
- G-32.3 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-33 ARBITRATION:**

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

**G-34 JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at Bhopal 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.

Addtl. General Manager (CDC)  
Bharat Heavy Electricals Limited, Bhopal.

=====





## Name & address of the transporter

Annexure 'G-1'

Prescribed L/R Performa

Consignment insured by Consignor, transportation at Transporter's risk

Consignment Note No.  Date:  Despatch Control No.

Consignor's Name & Address:  From:

Consignee's Name & Address:  To:

ON ACCOUNT OF BHEL, Bhopal

Despatch Advice Note No.  Excise Invoice No.

Dimension/size: (mm) ..... (L)x ..... (W)x ..... (H) Weight:  kG Actual/Vol. Equated

Work Order No.  No. of : ..... Packages ..... Crates .....  
Loose

|             |                      |                   |                      |                   |
|-------------|----------------------|-------------------|----------------------|-------------------|
| Freight     | Destination          | Distance (km)     | Rate                 | Contract Ref. No. |
| TP / TBB    |                      |                   |                      |                   |
| Vehicle No. | Category of despatch | Basis of Delivery | Road Permit/Way Bill |                   |
|             |                      | Door/Godown       |                      |                   |

| No                                | Description of consignment | Weight    | Freight Billing | Particulars                            | Amount(Rs) |
|-----------------------------------|----------------------------|-----------|-----------------|--|------------|
|                                   |                            | (Actual)  |                 | Freight amount<br>ODC –                |            |
|                                   |                            | (Charged) |                 | Unloading charges<br>Any other charges |            |
| Declared value of consignment Rs. |                            |           |                 | Total                                  |            |

- The transporter undertakes and agrees to and shall deliver the consignment in the same order and condition as received and loaded from the Consignor safely and timely to the Consignee.
- Transporter shall at all times observe its obligation strictly as per rate contract conditions and shall be responsible for safe and due delivery and for any loss or damage that arises due to negligence, default, failure to take reasonable precautions, malafides or criminal or fraudulent actions.

Signature of the authorized booking  
official of the Transporter with seal

Certified that:

- The despatch has been made vide Control No. .... as above on .....
- That the particulars of the consignment mentioned herein are true, correct and correspond to the entries and descriptions in our records and related documents in our possession or control.
- The entries furnished by the authorised booking official of the transporter are duly verified & checked for its correctness and compliance with the rate contract provisions and accordingly are certified and authorised for claiming freight payments.

Date:

Signature of the authorized despatch official of Consignor with seal



**Annexure 'G-2'**

Acknowledgement/Receipt of Consignment

Received ..... case(s) ..... crates(s) ..... loose ..... bundle(s)  
on (date) ..... through .....  
(type) Regn. No(s)..... sent vide Consignment  
Note/LR No..... dated ..... in [\*]  
proper/damaged condition .

Remarks, if any:

Date

Authorized signatory of the Consignee with name & seal

[\*] Please tick mark applicable scoring the others.

To be got pre-printed on reverse side of the  
**'Freight Bill Copy'** of the L/R on good  
quality paper of not less than 60 GSM  
sufficing to obtain quality Xerox copy as  
& when required by various agencies.

Non-payment Certificate

It is certified that:

1. Consignment as per details overleaf is received.
2. Freight charges against the Consignment Note/LR No. .... dtd.  
..... booked on **'TO PAY'** basis is **not** released to the transporter  
by us for reason(s) .....  
.....  
.....
3. Freight bill may be passed by the Consignor for payment to transporter  
and claimed from the Consignee through Invoice L/R.
4. No claim is pending with us for freight changes against the subject L/R.
5. Remarks, if any:

Date

Authorised signatory of the Consignee with name & seal.



Central Despatch Cell, Bharat Heavy Electricals Limited, Bhopal  
Tender & Contract Terms and Conditions of Transportation rate contracts  
Document No. CDC/T&G-TC/02e/July '07

**Annexure –‘G-3’**

**Name & address of the transporter:**

|                                      |   |                                  |  |
|--------------------------------------|---|----------------------------------|--|
| To,<br>BHEL, Bhopal.                 | <b>FREIGHT BILL</b>                                     | <b>Control No.</b>               | Bill No. .... / ....<br>Date: .....  |
| Despatch Advice Note No.             |   |                                  |  |
| Consignee/Customer:                  |   | Destination Booked To:           |  |
| Size of consignment:                 | .....(L) x .....(W) x .....(H) in mm                    |                                  |  |
| W.O. No:                             |   | Sales Group:                     | Loaded at W/H: Blk <input type="checkbox"/> Bav <input type="checkbox"/>     |
| L/R No.                              |   | L/R Date:                        | Exit Vehicle No. <input type="checkbox"/> Exit Date <input type="checkbox"/> |
| Vehicle type:                        | TM <input type="checkbox"/> TH <input type="checkbox"/> | Delivery Vehicle No.             | Delivery Date <input type="checkbox"/>                                       |
| Condition of consignment on delivery | SAFE <input type="checkbox"/>                           | CLUBBED <input type="checkbox"/> | DAMAGED <input type="checkbox"/> TRANSSHIPPED <input type="checkbox"/>       |

**Reason, if any, for late delivery** (to be stated and documentarily substantiated)

**Freight calculation:**

| Ref. to Rate Contract applicable.   | Distance (km) | Rate/kM (Rs)        | Weight in kg                                  |         | Freight (Rs) |
|---|---------------|---------------------|---|---------|--------------|
|   |               |                     | Actual  | Charged | Claimed      |
|   |               |                     |   |         |              |
| Specific submission, if any:  |               | Unloading charges   |   |         |              |
|   |               | ODC charges, if any |   |         |              |
|   |               | Any other.....      |   |         |              |
|   |               | Penalty for delay   |   |         |              |
|   |               | Total               |   |         |              |
| (in words)  |               |                     |   |         |              |
| Enclosures (in duplicate)   |               |                     | Date: .....<br>Authorized Signatory with Seal |         |              |
| 1. Original LR freight bill copy with proper acknowledgement and a (legible) copy of the same with weight, ODC documents. |               |                     |   |         |              |
| 2. Non-payment certificate from Consignee in case of TO-PAY.  |               |                     |   |         |              |
| 3. Original authoritative receipt in case of Octroi, Loading/Unloading, charges etc. duly authorized by the concerned.    |               |                     |   |         |              |
| 4. Damage/Shortage certificate, if applicable   |               |                     |   |         |              |
| 5. Documentary evidence, if any, against the penalties.   |               |                     |   |         |              |

Passed for payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

only ) by Cheque to M/s \_\_\_\_\_

(Name of the Transporter, pre-printed)

against **Budget Code:: 781 - .....**

**Certified that:**

1. No Contingent Bill for this consignment has been passed for payment previously.
2. The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
3. Freight charges are processed and passed for payment in accordance with the rate contract conditions.

Prepared

Checked

Approved



**Annexure-'G-4'**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
(Central Despatch Cell)

**Contingent Bill No.** CDC/FB/ ...../...../..... **Date:** ...../...../....  
Alpha Code: Transporter/Sales Deptt/SI.No)

| L/R No.                | Loading Date | Exit date            | Particulars        | Amount (Rs) |
|------------------------|--------------|----------------------|--------------------|-------------|
|                        |              |                      | Freight            |             |
| Distance (kM)          | Weight (kg)  | Exit Vehicle No.     | ODC-Height         |             |
|                        |              |                      | ODC- Width         |             |
| Contract Ref.          | Freight Rate | <b>Delivery Date</b> | Unloading          |             |
|                        |              |                      | Any other.....     |             |
| DAN No.                | W.O.No.      | Delivery Vehicle     | <b>TOTAL</b>       |             |
|                        |              |                      | Deduction, if any: |             |
| Size (l x w x h) in mm |              | Delivery condition   | Rupees .....       |             |
| ..... X ..... X .....  |              |                      | .....              |             |

Passed for payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

only ) by Cheque to M/s \_\_\_\_\_  
(Name of the Transporter)

against **Budget Code:: 781 - .....**

**Certified that:**

- No Contingent Bill for this consignment has been passed for payment previously.
- The services have been carried out satisfactorily and the bill has been entered in the Bill Register.
- Freight charges are processed and passed for payment in accordance with the rate contract conditions.

Prepared

Checked

Approved

**(For use in Purchase Bills section of Finance Deptt.)**

Passed for payment of Rs. .... (Rupees .....

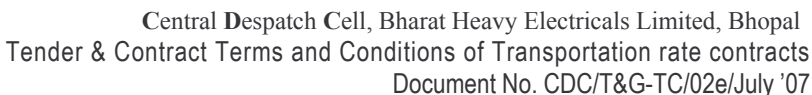
..... only) payable by Cheque to M/s .....  
(Name of the Transporter)

PASSED & CANCELLED

Asstt.

Acctt.

Sr.AO (Fin-PB)



### **Notice of Damage/Shortage/Discrepancy to consignment on delivery**

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

Consignee:  Destination:

|  |
|--|
|  |
|--|

1. **We** accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. **We** undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. **We** have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. **We** shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit.

**Encl:** Copy of FIR lodged, Comments/Remarks of Consignee, Received L/R copy, Insurance Survey/Damage Report. [Please ✓ mark]

Date: \_\_\_\_\_ (Authorized signatory of the transporter affixing the Company Seal)

**(For endorsement by concerned Commercial Group)**